Tips to expedite services; accurately complete, sign and return this form with your samples.

Please return by Email (services@hqts-qai.com), by Fax (86-571-88905288)or Express it with samples.

## Applicant Information

|  |  |
| --- | --- |
| Applicant Company : |       |
| Address& Zip Code: |       |
| Contact Person: |       | E-mail: |       |
| Phone & Mobile: |       | Fax: |       |
| Reporting to: | [ ] Applicant[ ]  Client [ ]  Supplier [ ]  Factory  | Billing to: | [ ] Applicant[ ]  Client [ ]  Supplier [ ]  Factory  |
| E-mail& Tel : |    Who else wants the report ,please fill in    | E-mail& Tel : |    Please fill in If the Payer is not the applicant  |

**Sample Details (The information you give will show in the reports)**

|  |  |
| --- | --- |
| Client/Customer: |       |
| Supplier/Vendor: |       |
| Factory/Manufacturer: |       |
| Item/Style No.: |       | PO No.: |       |
| Product Description: |       | Sample Quantity: |       |
| Country of Destination: | [ ] U.S.A[ ] E.U. [ ]       | Country of Origin: | [ ] China [ ]       |
| SamplesFrom: | [ ] Applicant[ ]  Client [ ]  Supplier [ ]  Factory  | For Bulk Sales:  | [ ]  Yes [ ]  No |
| Labeled Age Group:  | [ ]  All Ages [ ] 3 Years+ [ ] Others(Please Specify     ) |
| Sample Category | [ ]  Children’s toys [ ]  Science Education set [ ] Others(Please Specify     ) |
| Testing Status:  | [ ] Initial [ ]  Re-test, your previous report No. is HQ      |

**Test Methods and Requirement (Minimum report fee 200 RMB)**

|  |  |  |  |
| --- | --- | --- | --- |
| **USA: Consumer Product Safety** | **EU:Consumer Product Safety** | **USA: Jewelry** | **Miscellaneous Tests** |
| **ASTM F963Toy Safety** | [ ] **EN 71 Toy Safety** | **ASTM F2923Children’s Jewelry** | [ ]  REACH SVHCs |
| [ ]  Physical & Mechanical | [ ] Part 1: Physical & Mechanical | [ ]  Lead Content in Paint | [ ] Metal component |
| [ ] Workmanship | [ ] Part 2: Flammability Test | [ ]  Lead Content in Substrate | [ ] Organic component |
| [ ] Small Part | [ ]  Part 3:Toxic Elements Test | [ ] Soluble Heavy Metal | [ ]  RoHS 2011/65/EU |
| [ ]  Sharp Edge | [ ] EC1907/2006 Total Cadmium | [ ] Cadmium Content in Non-metal | [ ]  PAHs EC1907/2006 |
| [ ]  Sharp Point | [ ] EC1907/2006 Phthalates | [ ]  Cadmium Content in metal | [ ]  Bisphenol A (BPA) |
| [ ]  Flammability Test | **Canadian Consumer Product** **Safety (CCPSA)** | [ ]  Nickel Release in Metal  | [ ] Dimethylformamide (DMF) |
| [ ]  Doll’sClothing/Textile | [ ]  Mechanical Requirements |
| [ ]  Stuffed Toys, Plastic Toys | [ ] Toy Regulations(SOR/2011-17) | [ ] **ASTM F2999 Adult’s Jewelry** | [ ]  Salt Spray |
| [ ]  Heavy Metals Test | [ ]  Physical & Mechanical | [ ] **California Proposition 65** | [ ] ASTM F2417Fire Safety for Candles |
| [ ] Total Lead Content inSurface Coating & Substrate | [ ]  Flammability test | [ ]  Lead Content |
| [ ]  Toxic Elements Test | [ ]  Children’s [ ]  Adult’s | [ ] ASTM F2601 Fire Safetyfor Candle Accessories |
| [ ] Soluble Elements Test | [ ] Benzene content | [ ] Cadmium Content |
| [ ] Extractable Cadmium  | [ ] Phthalates Regulations(SOR/2010-298) | [ ]  Phthalates Content (DEHP) | **Other Tests:** |
| **USA: CPSIA 2008(H.R.4040)** | **Ceramics & Glass Product** | [ ]       |
| **Children’s Product** | [ ]  Total Lead Content in Surface Coatings (SOR/2011-14) | [ ] Lead &Cadmium (NIOSH 9100) | [ ]       |
| [ ]  Lead Content on Surface Coating | [ ]  Extractable Lead & Cadmium(Interior)(FDA 7117.06 & 7117.07) | [ ]       |
| (16 CFR 1303) | [ ]  Children's Jewelry Regulations(SOR/2011-19) | [ ]       |
| [ ]  Lead Content in Substrate | [ ]  Extractable Lead & Cadmium(Interior)(California Proposition 65) | [ ]       |
| [ ]  Phthalates Content | **Other Toy Safety Standards** | [ ]       |
| [ ] 8P (DEHP, DBP, BBP, DINP, DIBP, DPENP, DHEXP, DCHP) | [ ] ISO 8124 [ ] GB 6675 | [ ]  Extractable Lead & Cadmium(Lip &Rim)(Cal Prop 65&SGCD) | [ ]       |
| [ ] AS/NZS ISO 8124 | [ ]       |
| [ ]  Small Part(16 CFR 1501) | [ ] Part 1: Physical & Mechanical | [ ]  Dishwasher/ MicrowaveExposure | [ ]       |
| [ ]  Pacifiers (16 CFR 1511)  | [ ] Part 2: Flammability Test | [ ]       |
| **[ ]  Certificate (GCC)** | [ ]  Part 3: Toxic Elements Test |  |  |

**Service Requested (We define you choose the first option if it is blank)**

|  |  |
| --- | --- |
| Turn Around Time | [ ]  Regular (3 Working days) [ ] 2 Working days (+50%) [ ]  Same day (+150%) |
| Report Requirement | [ ]  Electronic by email [ ]  Hardcopy by express (Will charge for the express) |
| Sample Return | [ ]  No (Retain maximum 30 days in lab and will dispose by us.) [ ]  Yes (Will charge for the express) |
| Quote before Testing | [ ]  Yes (in RMB ) [ ] Yes (in USD) [ ]  No |
| Subcontract | [ ]  Agree [ ]  Disagree  |
| Turnaround time begins upon receipt of samples in our laboratory, the signed application&confirmation of our quotation (if needed) before 11:00AM. |
| Other Instructions:      |

This application is subject to the terms and conditions in the next page. Please READ before you sign.

Signature:      Date:

**TERMS AND CONDITIONS**

**合同条款**

The following Terms and Conditions apply to all work performed by HQTS QA International Services Co., Ltd. (“HQTS-QAI”) unless specifically exempted by an officer of HQTS-QAI.

除非经杭美公司负责人特别豁免，下列合同条款适用于杭州杭美质量技术服务有限公司（以下简称“杭美”）所开展的一切工作。

1.Clientacknowledges and agrees that these Terms and Conditions are applicable to each and every specific test that Client requests and are expressly incorporated by reference herein and are an integral part hereof.

1. 客户承认并同意这些合同条款适用于客户要求的各个测试，并明确其内容构成本合同的组成条款，是合同不可或缺的部分。

CHARGES AND PAYMENTS

费用及付款

2. Client agrees that HQTS-QAI’s quotation, HQTS-QAI’s Terms and Condition and the Client’s purchase order (if any), shall constitute the entire contract between the Client and HQTS-QAI. A purchase order issued to HQTS-QAI shall not constitute a binding contract until it is accepted and acknowledged by HQTS-QAI. It is assumed that Client accepts HQTS-QAI’s Terms and Conditions in lieu of the Client’s Terms and Conditions on any order placed with HQTS-QAI.

2. 客户同意杭美的报价、杭美确立的合同条款、客户的采购订单（若有）将构成客户与杭美订立的完整合同。客户向杭美发出的订单须待杭美接收并确认之后才能构成具有法律约束力的合同。如果客户接受HQTS-QAI的合同条款，所有客户订单将按照HQTS-QAI规定的合同条款执行。

3. Unless otherwise determined, Client shall pay, in full and without set off, HQTS-QAI fees and related expenses within 7 days of receipt of HQTS-QAI’s monthly invoice. HQTS-QAI may charge interest at the rate of 1.5% per month, or the maximum legal rate, on all outstanding balances, from the due date until paid in full. Client agrees to pay reasonable collection costs, including attorneys’ fees if necessary, in the event of untimely payment or non-payment. If charges are not paid as agreed, HQTS-QAI may deny or withdraw any services or rebate programs to or from Client. Furthermore, the acceptance of any purchase order by HQTS-QAI may be contingent upon approval of the Client’s credit.

3. 除非另行规定，客户须在收到杭美月结发票后7天内全额一次性向杭美支付服务及相关费用。至于未清余额，杭美将从付款到期日起至全额付清日止向客户按每月1.5%或根据法定最高利率收取利息。如果未能及时支付或未付款，客户将支付合理的托收成本，包括律师费用（如有必要）。若未按约定支付费用，杭美可以拒绝或取消提供给客户或来自客户的任何相关服务和折扣。此外，杭美将根据客户的信誉确定是否接单。

LABORATORY TESTING AND SERVICES

实验室检测与服务

4. HQTS-QAI represents to the Client that its laboratory testing services are done in accordance with standard procedures as applicable and that reported test results are accurate within generally acceptable commercial ranges of accuracy, unless another measure of accuracy has been agreed to in writing by HQTS-QAI and the Client. HQTS-QAI shall issue service certificates and reports based on the specific testing generated. HQTS-QAI is under no obligation to issue a report upon any facts or circumstances that fall outside the parameters of the services it is authorized to perform.

4. 杭美向客户保证所有的实验室测试服务均按照适用的标准程序执行。除非杭美和客户订立书面的测量准确性协议，测试报告结果均准确至普遍可接受的商业准确性范围内。杭美将根据具体的测试结果出具服务证明文件及测试报告。对于任何超出授权服务范围的事实或情况，杭美无义务出具相关报告。

5. Client hereby expressly acknowledges and agrees to deliver all necessary instructions to HQTS-QAI in sufficient time to enable the timely performance of HQTS-QAI services; and to make available to HQTS-QAI representatives access to any other items necessary for the performance of contracted services.

5. 客户特此明确承认并同意：在尽可能充足的时间内，向杭美提供及时履行服务所需的一切说明指示；为杭美的代表提供履行合同规定的服务所需的其它任何物品。

6. HQTS-QAI will provide the Client, upon request, with a schedule for any service. If for any reason, the service is interrupted by the Client for a period of thirty (30) days, the completed portion of the work, including (but not limited to) supplies, materials, labor, and equipment utilization shall be billed to the Client and be payable within the Agreement terms. In such circumstances where HQTS-QAI agrees to place the service on hold, HQTS-QAI may bill the Client stand-by charges, up to the full cost of the established rates, until the service resumes or is terminated by the Client. If the service is terminated by the Client, HQTS-QAI may impose a cancellation fee of no less than 10% of the unbilled portion of the service.

6. 一经要求，杭美将为客户提供任何服务的时间计划表。无论出于何种原因，客户中止服务达到三十（30）天，杭美应向客户提供完成的工作量，包括（但不限于）供货、材料、劳动力及设备使用的收据，客户应根据协议条款进行支付。如杭美同意暂停服务，在恢复服务或客户终止服务前，杭美可以向客户收取等候费用，最高为确定费用的全额成本。如果客户终止服务，杭美可以向客户收取取消费，至少为服务未结费用的10%。

LIMITATION OF LIABILITY

责任范围

7. Except as stated in paragraph 4, HQTS-QAI disclaims all warranties, express or implied, including any warranties of merchantability for fitness for a particular purpose. HQTS-QAI shall have no liability for incidental, consequential, or punitive damages of any nature whatsoever. HQTS-QAI’s total liability for any breach of this Agreement, for any failure to perform any term of this Agreement, for any claims relating to or arising out of its performance of this Agreement, and for ordinary or gross negligence (but not its reckless or willful misconduct) shall not exceed the amount of fees paid by client to HQTS-QAI for the specific portion of the testing services rendered hereunder that directly caused harm to client.

7. 除第4条款中规定外，杭美拒绝做出一切明示或默示的保证，包括适销性及适宜于某一特定目的任何保证。杭美对任何性质的偶然事件，衍生性或惩罚性损坏不承担法律责任。对本协议的任何违约行为，未履行本协议的任何条款、有关本协议的履行或由此产生的任何索赔，以及一般或重大过失（而不是纵容或故意违犯），杭美的全部法律责任将不超过客户按本协议向杭美支付的、直接造成客户损失的相关检测服务的费用总额。

8a. Client here agrees that all samples deposited and accepted by HQTS-QAI shall be insured by Client and that Client assumes all responsibility for any losses.

8a. 客户同意由杭美保存并接收的所有样品均由客户投保，客户愿意对任何损失承担全部责任。

b. Client hereby expressly acknowledges and agrees that testing and sample preparation may damage and/or destroy any sample the Client has submitted. Client further expressly agrees that under no circumstance will Client seek to hold HQTS-QAI liable for any such damage or destruction, and HQTS-QAI will not be so liable.

b. 客户特此明确承认并同意测试和备样可能破坏和/或毁坏客户提供的样品。此外，客户另明示承诺在任何情况下决不追究杭美此类破坏或损毁的法律责任，杭美也无须承担法律责任。

INDEMNITY

赔偿

9. Client shall guarantee, hold harmless, and indemnify HQTS-QAI and its officers, employees, agents, affiliates, and/or subcontractors against any claims made by any third party for loss damage or expenses that in any way relate to the performance, purported performance, or non-performance of any service hereunder.

9. 任何第三方提出的与本合同规定的服务的履行、声明履行或未履约有关的损失或费用索赔，客户应保证、保护杭美及其管理人员、员、代理商、附属机构、和/或分包商免于损失或赔偿。

GOVERNING LAW

适用法律

10. All contracts between HQTS-QAI and the Client shall be deemed to be made and governed by the laws of china, Unless otherwise agreed in writing by the parties.
10. 杭美与客户所有合同，均视为根据杭美测试所在国的法律订立并受其管辖,除非另有书面规定。

MISCELLANEOUS

其它约定

11. Neither party shall be liable for any failure or delay in the performance of its obligations due to fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorder, rebellions, or other similar cause beyond the reasonable control of the party affected.

11. 双方均无须对因火灾、洪水、地震、自然原因或天灾、战争、恐怖袭击、暴动、内乱、叛乱或其它类似的超出受影响方控制的原因引起的导致未能履行或延迟履行义务负法律责任。

12. If any provision of these Terms and Conditions are deemed void by law, then the remaining provisions will continue in full force and effect.

12. 若根据法律，任何的合同条款被视为无效，其余条款仍具有完整法律效力。

LANGUAGES

语言

13. These Terms and Conditions have been drafted in English and may be translated into other languages. In the event of any discrepancy, the English version shall prevail.

13. 合同条款起草语言为英文，可译成其它语言。如有异议，则以英文版本为准。