

TEXTILE TESTING APPLICATION FORM
CONSUMER PRODUCT SAFETY IMPROVEMENT ACT 2008 (CPSIA)
紡織品測試申請表(美國消費品安全改進法案 2008)

(Please fill in the form in English / 請用英文填寫)

Applicant Details 申請人/公司資料

Applicant 公司名稱: _____	Buyer 買家: _____
Applicant Address 地址: _____	
Email 電郵: _____	Tel 電話: _____
Contact Person 聯絡人: _____	Fax 傳真: _____
Bill / Invoice to 發票抬頭: _____	Email 電郵: _____
Billing / Invoice address 發票地址: _____	
	Tel 電話: _____
Contact Person 聯絡人: _____	Fax 傳真: _____

Sample Details 樣品資料

Sample Description 樣品敘述: _____	Ref. No. 參考號碼: _____
Fibre Content 纖維成份: _____	Order No. 訂單號碼: _____
Color 顏色: _____	Style 款號: _____
End Uses 成品用途: _____	Size Range 尺碼範圍: _____
Children Sleepwear 睡衣: <input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否	Age Grade 年齡: _____
<small>(For non tight-fitting sleepwear garments or sleepwear garments larger than size 9 months, additional test application form of US Children's Sleepwear Flammability has to be submitted 對於非緊身或9月齡以上兒童的睡衣, 需另填寫一份美國兒童睡衣阻燃測試申請單)</small>	Fabric Weight 布重: _____
Category 類別: <input type="checkbox"/> Children's Product 兒童產品	Exported to 出口國家: USA 美國
<input type="checkbox"/> Adult 成人產品	
Manufacturer 製造商: _____	<small>(If more than 1 fabric, please state on P.2 如超過1織物, 請在頁2填寫)</small>
Country of origin 原產地: _____	

Test(s) Required 測試項目: (Please tick "X" in the appropriate box(es) 請在適當的方格內寫上 "X")

CPSIA Testing Services 美國消費品安全改進法案測試服務

I. CPSIA Test Package for Children's Products (For Finished Products only) 針對兒童產品的 CPSIA 測試包 (只針對成品)

Program details refer to SGS SCOOP (June, 2009) - SGS offers CPSIA Compliance Program for Children's Products
 項目細節請參考 SGS SCOOP (2009年6月期) - SGS 為兒童產品提供 CPSIA 符合性服務項目

- | | |
|--|--|
| <input type="checkbox"/> (A) Top/ Blouses 上衣 | <input type="checkbox"/> (D) Footwear 鞋類 |
| <input type="checkbox"/> (B) Bottom/ Pants/ Skirts 下裝/褲子/ 裙子 | <input type="checkbox"/> (E) Bag/ Backpack 包袋/ 背包 |
| <input type="checkbox"/> (C) Jacket/ Coat 夾克/ 大衣 | <input type="checkbox"/> Other Product Categories 其他產品類別 |
- Please Specify 請詳述: _____

II. Individual Test / Retest (For Finished Products/ Components) 個別測試/重測 (針對成品/組件)

Previous SGS test report number 原 SGS 測試報告號碼: _____

Adults' Products 成人產品

Wearing Apparel Flammability -16 CFR 1610 服裝燃燒測試

Children's Products 兒童產品

- Lead in Paint - 16 CFR 1303 塗層含鉛量 (*Mixed Test Required, 要求混合測試)
- Lead content in substrates - CPSIA Section 101 基材含鉛量 - CPSIA 第 101 條
- Lead content in substrates and coating (if present) 塗層及基材含鉛量 (如有)
- Phthalates - CPSIA Section 108 鄰苯二甲酸鹽 - CPSIA 第 108 條
- Wearing Apparel Flammability -16 CFR 1610 服裝燃燒測試
- Children's Sleepwear Flammability - 16 CFR 1615/1616 兒童睡衣燃燒測試
- Small Parts - 16 CFR 1501 小部件測試
- Sharp Points/ Sharp Edges - 16 CFR 1500.48 & 49 銳點/銳邊測試

Other Tests 其他測試

Please Specify 請詳述: _____

* - A maximum of 3 in 1 mix can be allowed, mixed test is NOT allowed across garments. 最多可允許 3 合 1 混測, 但不同成衣間不可進行混測。

If the test result of a mixed test is found to be "positive" or "failed", inconclusive comment will be made. It is highly recommended to conduct individual test for each component, additional charge for individual test item(s) is/are required.

若混測結果為“陽性”或“未通過”, 則在報告中會進行註釋說明。在此情況下強烈建議對產品的每一組件進行單獨測試, 而單獨測試所需的費用則會另外收取。

Service Required: <input type="checkbox"/> Regular 標準	<input type="checkbox"/> Double Express 特快 (+100% surcharge) (須加收 100% 附加費)
<input type="checkbox"/> Express 加快 (+ 40% surcharge) (須加收 40% 附加費)	<input type="checkbox"/> Emergency 緊急 (+150% surcharge) (須加收 150% 附加費)

Declaration 申報聲明

If the submitted article contains components made of identical material (eg. fabric, button, zipper, etc): **若送測樣品包含的元件中某些是由相同材料組成的** (例如面料、鈕扣、拉鏈等):
 Please declare and demonstrate the related components clearly in the form of **Bill of Material (BOM)** as below or **photos with indication**, and attached together with this application form upon submission. **請以材料清單或照片注明的方式進行明確的聲明或展示**, 並與測試申請單一起附送。

Bill of Material 材料清單

	Components 組件	Color 顏色	Fibre Content 纖維成份	Fabric Weight 布重 (Oz/ Yd ² or g/m ²)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

Other Services Required 其他服務要求

Is this application involved in legal proceedings? 這申請是否牽涉法律訴訟? Yes 是 No 否

(If Yes, Please specify 如有, 請詳述): _____

Quotation Required 要求報價 Yes 是

(If a quotation is requested, testing will only start upon the receipt of your written acceptance of the quotation 如需報價單, 測試會在收到書面同意書後進行)

Laboratory Summary for Certificate of Compliance (COC) Required? 是否需要實驗室對所需符合證明的概述?

Yes 是 No 否

Our services are subject to the terms and conditions described in SGS website: 我們的服務必須遵守 SGS 網站上所規定的條款及細則 :
http://www.sgs.com/terms_and_conditions.htm

GENERAL-TRF-CPSIA-V1

Please Signify Your Acceptance By Authorized Signature & Company Chop:

授權簽署及公司蓋印:

Date 日期: _____

(See General Conditions of Service Printed Overleaf 請參看背頁之條款)

GENERAL CONDITIONS OF SERVICE

1. General

(a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS SA or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions")

(b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").

(c) Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). Client hereby irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

2. Provision of Services

(a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:

- (1) the terms of any standard order form or standard specification sheet of the Company; and/or
- (2) any relevant trade custom, usage or practice; and/or
- (3) such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.

(b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.

(c) Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.

(d) Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.

(e) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.

(f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises the Company to disclose all information necessary for such performance to the agent or subcontractor.

(g) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.

(h) Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

(i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

3. Obligations of Client

The Client will:

(a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;

(b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;

(c) supply, if required, any special equipment and personnel necessary for the performance of the services;

(d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;

(e) inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;

(f) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

4. Fees and Payment

(a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.

(b) Unless a shorter period is established in the invoice, Client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company failing which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.

(c) Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.

(d) Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

(e) Client shall pay all of the Company's collection costs, including attorney's fees and related costs.

(f) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.

(g) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:

- (1) the amount of all non-refundable expenses incurred by the Company; and
- (2) a proportion of the agreed fee equal to the proportion of the services actually carried out.

5. Suspension or Termination of Services

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

(a) failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or

(b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client

6. Liability and Indemnification

(a) Limitation of Liability:

(1) The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.

(2) Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.

(3) The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.

(4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser.

(5) The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expenses arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.

(6) In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:

- (i) the date of performance by the Company of the service which gives rise to the claim; or
- (ii) the date when the service should have been completed in the event of any alleged non-performance.

(b) **Indemnification:** Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services.

7. Miscellaneous

(a) If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.

(c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

8. Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of Switzerland exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in Paris (France) and be conducted in the English language.

Special Condition

Notwithstanding clause 8 above, and provided that the Company and Client both have their registered offices in the same country, all disputes arising out or in connection with Contractual Relationships hereunder shall be governed by and construed in accordance with the substantive laws of such country and all disputes shall be finally settled under the Rules of Arbitration of the international Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in Hong Kong and be conducted in the English language.