

食品及微生物測試申請表 FOOD / MICROBIOLOGY TESTING APPLICATION

Applicant公司名稱:	SGS Quotation No.報價單編號:
Address地址:	SGS Agreement No.參考號碼:
Contact person聯絡人:	Tel電話:
	Fax傳真:
	Email電郵:
Invoice to (Name and/or Address if different from the applicant above): 發票寄收(公司名稱或地址與上述不同)	

Product Description產品敘述:	
Sample Quantity入辦數量:	
Additional Optional Information to be printed on the report其它附加資料如需列印於報告上:	
Manufacturer/Supplier製造商/供應商:	Style/Item No款號:
Country of Origin產地:	P.O. No. / Lot No.訂單/批次號碼:
Country of Destination目的地:	Reference No.參考號碼:
Others其它:	Production Date生產日期/Expiry Date有效日期:

Test(s) Required: (if possible, please indicate methods required)所需測試服務(如適用請提供要求測試方法)	
Nature of Samples樣辦類別: <input type="checkbox"/> Food食物 <input type="checkbox"/> Water水 <input type="checkbox"/> Toys玩具 <input type="checkbox"/> Drugs藥物 <input type="checkbox"/> Cosmetics化妝品 <input type="checkbox"/> Textile紡織品 <input type="checkbox"/> Others其它, Please specify請註明 _____	
Microbiological Test	Chemical Test
<input type="checkbox"/> Total plate count菌落總數 (<input type="checkbox"/> FDA, <input type="checkbox"/> AOAC, <input type="checkbox"/> Others)	<input type="checkbox"/> Oil / fat content油脂
<input type="checkbox"/> E.Coli大腸埃希氏菌 (<input type="checkbox"/> FDA, <input type="checkbox"/> AOAC, <input type="checkbox"/> Others)	<input type="checkbox"/> Protein content蛋白質
<input type="checkbox"/> Coliform大腸菌群 (<input type="checkbox"/> FDA, <input type="checkbox"/> AOAC, <input type="checkbox"/> Others)	<input type="checkbox"/> Minerals / Heavy metals重金屬, Please specify請註明 _____
<input type="checkbox"/> Yeast and mold霉菌及酵母菌 (<input type="checkbox"/> FDA, <input type="checkbox"/> AOAC, <input type="checkbox"/> Others)	<input type="checkbox"/> Nutrition label營養標籤
<input type="checkbox"/> Salmonella沙門氏菌 (<input type="checkbox"/> FDA, <input type="checkbox"/> AOAC, <input type="checkbox"/> Others)	(<input type="checkbox"/> US美國, <input type="checkbox"/> Canada加拿大, <input type="checkbox"/> HK香港, <input type="checkbox"/> EU歐盟)
<input type="checkbox"/> Staphylococcus aureus金黃色葡萄球菌 (<input type="checkbox"/> FDA, <input type="checkbox"/> AOAC, <input type="checkbox"/> Others)	<input type="checkbox"/> Artificial color人造色素
<input type="checkbox"/> Clostridium perfringens產氣夾膜梭狀芽孢桿菌 (<input type="checkbox"/> FDA, <input type="checkbox"/> Others)	(<input type="checkbox"/> Qualitative定性, <input type="checkbox"/> Quantitative定量, Please specify請註明 _____)
<input type="checkbox"/> Vibrio cholerae / Vibrio parahaemolyticus霍亂弧菌 / 副溶血性弧菌	<input type="checkbox"/> Total dietary fibre膳食纖維
<input type="checkbox"/> Bacillus cereus蠟狀芽孢桿菌	<input type="checkbox"/> Sugar content糖份
<input type="checkbox"/> Listeria monocytogenes產單核細胞李斯特氏菌	<input type="checkbox"/> Preservatives防腐劑, Please specify請註明 _____
<input type="checkbox"/> Shelf life test, Please specify production day食用日期測試: _____	<input type="checkbox"/> Pesticides殘餘農藥, Please specify請註明 _____
<input type="checkbox"/> Others: Please specify請註明 _____	<input type="checkbox"/> Others, Please specify請註明 _____

For Microbiology Examination微生物測試
樣辦原有儲存狀況 Sample Original Storage Condition: <input type="checkbox"/> Frozen急凍 <input type="checkbox"/> Refrigerated冷藏 <input type="checkbox"/> Ambient temp常溫 <input type="checkbox"/> Other其它 _____
Client Sampling Date客人取辦日期: _____ SGS Sample Collection Date SGS收辦日期: _____ (am/pm)
Sampling Condition: <input type="checkbox"/> In original unopened container存放在原裝未開的容器中 <input type="checkbox"/> In Sterile container under aseptic condition存放在無菌的容器內 樣辦狀況 <input type="checkbox"/> Other其它 _____
*Quotation Upon Request要求報價 <input type="checkbox"/>

Service Required所需服務:
<input type="checkbox"/> Regular標準 <input type="checkbox"/> Express加快服務 (40% surcharge附加費40%) <input type="checkbox"/> Double Express特快服務 (100% surcharge附加費100%) (if applicable如適用)
<input type="checkbox"/> Emergency緊急服務 (150% surcharge附加費150%) (if applicable如適用)
Conclusion required (if applicable)要求結論部份(如適用) <input type="checkbox"/> Yes,是 <input type="checkbox"/> No,否 Please Specify請說明: _____
Remained sample returned送回剩餘的樣辦 <input type="checkbox"/> Yes,是 <input type="checkbox"/> No,否
Separate report for each test item獨立測驗項目報告 <input type="checkbox"/> Yes,是 <input type="checkbox"/> No,否
Separate report for each sample獨立樣辦報告 <input type="checkbox"/> Yes,是 <input type="checkbox"/> No,否

(Official Use Only供本公司用)

Date Sample Received: _____ Time Sample Received by Customer Services: _____ Time Sample Received by Laboratory: _____

Sample Received Condition: _____

No. of sample: _____ (Liquid / Solid Form) In unopened / sealed plastic bag / bottle In unopened glass bottle / original package In unopened sterile container Other _____

Delivery Temperature: Ambient In Ice box Other _____

Please Signify Your Acceptance By Authorized Signature & Company Chop:
請簽署確認核實及公司蓋印

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

SGS Hong Kong Ltd. | 5/F - 8/F, 12/F & 28/F - 29/F., Metropole Square, 2 On Yiu Street, Siu Lek Yuen, Shatin, N.T., Hong Kong.

Pick-up hot line t (852) 2774 7133 on-line request www.hk.sgs.com f (852) 2334 5251
Laboratory t (852) 2765 3644 f (852) 2363 0212 Test Status Enquiry t (852) 2774 7116 / (852) 2774 7431

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.