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Hong Kong Accreditation Service (HKAS) has accredited this laboratory under the Hong Kong Laboratory Accreditation Scheme (HOKLAS) for specific laboratory activities as listed in the HOKLAS Directory of Accredited Laboratories.

No. : \_\_\_\_\_

## MSDS PREPARATION APPLICATION

Ver.2007.10

**Applicant (Invoice to):**

**Address:**

**Contact Person:**

**Tel:**

**Fax:**

**Email:**

**Name and address of the report header** (if different from the company name above)

Name:

Address:

**Report delivery to** (if different from the applicant company above)

Name:

Tel:

Address:

Contact Person:

**Product Description:**

Style / Item No.:

Buyer (optional):

P.O./Ref. No (optional):

Manufacturer (optional):

Labeled Age Grading:

Supplier (optional):

Country of Origin:

Country / State of Destination:

Test(s) required: (Please tick appropriate box(es)  and delete (\*) as necessary)

**Important Information (to be filled by applicant):**

1. Name and Address of the Manufacturer: \_\_\_\_\_
2. Contact Person And His/Her Phone No.: \_\_\_\_\_
3. Percentage Composition of the Ingredients: \_\_\_\_\_

Name of Ingredients	CAS No.	CI No.	% (up to 0.1%)

4. The Intended Use of Product: \_\_\_\_\_

Remarks: \_\_\_\_\_

Type of Service:  Regular  Express(50% surcharge)  Double Express(100% surcharge)

Please tick the bracket if you want us to return the samples after test. ( )

Fax Report  Email Report  Include sample photo in report

\_\_\_\_\_  
Authorized Signature with Company Chop

\_\_\_\_\_  
Date

We, the Applicant, hereby declare that the above information provided is true and correct and agree to be bound by the latest China Dragon Inspection & Certification (H.K.) Ltd General Terms and Conditions of Consultation Services, available on request or accessible at [www.cdichk.com](http://www.cdichk.com).

## TERMS AND CONDITIONS OF TESTING AND INSPECTION SERVICES

- 1.1 China Dragon Inspection & Certification (H.K.) Ltd. (hereinafter the "Company") agrees to provide its services in accordance with and subject to the terms and conditions herein contained (hereinafter the "Conditions"). The company acts for the person or body from whom the request to provide its services has originated (hereinafter the "Client").
- 1.2 The Conditions may only be modified by a variation expressed in writing and signed on behalf of the Company by a director and no other action on the part of the Company or its employees or agents shall be construed as an acceptance of any other terms and conditions. No other party is entitled to give instructions to the Company unless agreed by the Company.
- 2.1 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.
- 2.2 Information stated in Reports 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.
- 2.3 Reports 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.
- 2.4 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.
- 2.5 Reports 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 2.1. 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.
- 2.6 The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.
- 2.7 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.
- 2.8 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.
- 2.9 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. The Client will
  - 3.1 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;
  - 3.2 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;
  - 3.3 supply, if required, any special equipment and personnel necessary for the performance of the services;
  - 3.4 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;
  - 3.5 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;
- 4.1 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.
- 4.2 Reports 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. 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 nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.
- 4.3 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.
- 4.4 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 5 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$10,000 (or its equivalent in local currency), whichever is the lesser.
- 4.5 The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of 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.
- 4.6 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 nonperformance.
5. 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.
- 6.1 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.
- 6.2 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 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.
- 6.3 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.
- 6.4 Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.
- 6.5 Client shall pay all of the Company's collection costs, including attorney's fees and related costs.
- 6.6 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.
- 6.7 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.
7. The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:
  - 7.1 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
  - 7.2 any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.
8. If any one or more provisions of these 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.
9. In case of any inconsistency or discrepancy in the meaning and interpretation of English and Chinese versions of these Conditions, the English version shall prevail.
10. These Conditions shall be governed by and construed in accordance with the law of Hong Kong Administrative Region and each party agrees to submit to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region.