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| **C&K testing Staff Only/希科检测内部员工填写** |
| Application No.申请编号: |
| Date日期: |
| Person人员: |
| Remark备注: |



**FCM-TESTING APPLICATION FORM**

**食品接触材料测试申请单**

Please fill in the items marked by the★ in English and Chinese 请务必用中英文填写完整标有★的项目。本申请单可附测试附表。

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| --- | --- | --- | --- | --- |
| **申请方资料**  **Applicant Info.** | ★Applicant (申请方,中文): | | | |
| ★Applicant (申请方,English): | | | |
| ★Address (地址,中文): | | | |
| ★Address (地址,English): | | | |
| ★Contact Person (联系人): | | ★Email (电子邮件): | |
| ★Phone (电话): | | ★Fax (传真): | |
| **样品资料**  **Sample Info.** | ★Sample Name (样品名称,中英文): Model No. (型号): Quantity of Samples (送样量): | | | |
| （Please specify the country and detailed test standards）:  （请注明具体目的国和具体测试标准）： | | ★Contact Foods Type 接触食物类型：        只接触牛奶、发酵牛奶、奶油和酸奶油 | |
| ★Contact Temperature 与食品接触的温度： | |
| ★Product Materials (样品材质): | |
| Use Mode 使用方式 | |
| ★Contact Time 与食品接触的时间：    ★Please specify the volume of container in case of rubber, lids, stoppers and seal washers (mL) 橡胶、盖子、塞子、密封垫圈类请标明使用容器体积(mL)： | |
| **Please fill in the required test standards or other test items you apply for. 如有其他测试项目或方法要求，请在下表填写完整。**   |  |  |  | | --- | --- | --- | | Test Item 测试项目 | Test Standard 测试标准 | Additional Condition for Test 测试附加条件 | |  |  |  | |  |  |  | | | | |
| **服务要求**  **Service Req.** | ★**Service Required**  **服务类型** | Provided the contact time for the sample and food exceeds 24h, the test period shall be at least 13 working days and no express application can be handled in such case.  若样品与食品接触超过24h，测试周期至少需要13个工作日，且无法受理加急服务的申请。 | | |
| ★**Report Language**  **报告语言** | Note: One report only. 100RMB for each addition or update. If you need to indicate other items in report, please specify.  注：仅出具一份报告，每加一份或更新一次报告，需收取报告费100RMB。如报告需注明其他事项，请说明\_\_\_\_\_\_\_. | | |
| ★**Report Delivery**  **报告交付** |  | | |
| ★**Sample Return**  **样品退回** | Note: Test samples will normally be retained for a maximum period of 30 days and will be destroyed after that.  备注：通常样品会保存30天，逾期销毁 | | |
| ★Whether you accept subcontracting of test to other qualified subcontractor?  **是否接受将样品分包到其他有资格的公司?** | | |  |
| We declare that the above information given by us is true and correct. 我们声明以上提供的资料全部属实。  We agree to abide by the terms and conditions of the annex printed on the back of this form. 我们同意遵守印于本表背面的附件条款。  ★Signature of the Representative of Entrusting Party and Company Stamp委托方代表及公司印章： ★Date日期：  ★Signature of the Representative of Tester承检方代表签名： ★Date日期： | | | | |

Note: The Contract of Test Service takes into force with affixture of signatures. Please fill in the information in detail and ensure its correctness and integrity. We will prepare report(s) in strict accordance with the application form. **CIRS C&K Testing will only provide Chinese Report if no English information provided.**

说明：本委托书签字有效，请详细填写并确保信息的正确性和完整性，我们将严格按照申请单测试和制作报告。若不填写英文信息，瑞旭技术-希科检测只提供中文报告，不提供英文报告。



**Test Annex测试附表**

**样品材料清单Sample List**

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| --- | --- | --- | --- | --- | --- |
| **序号**  **SN** | **样品名称**  **Sample Name** | **样品型号**  **Sample Model** | **材质信息**  **HOMO** | **测试项目及标准**  **Test Items and Standards** | **样品送检编号**  **Sample Serial No** |
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Remark: Copy available. 说明：此表可复制。

**检测服务委托书**

**CONTRACT OF TEST SERVICE**

**双方约定条款**

**TERMS AND CONDITIONS**

1. Hangzhou CIRS-C&K Testing Co., 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 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.
2. The Company acts for the person or body from whom the request to provide its services has originated (hereinafter “the Principal”). No other party is entitled to give instructions to the Company unless agreed by the Company.
3. All rights (including but not limited to copyright) in any test reports, surveys, certificates of inspection or other material produced by the Company in the course of providing its services shall remain vested in the Company. The Principal shall not reproduce or make copies, publish or disclose the contents of any such material or extracts thereof to any third party without the Company’s prior written consent, which may be refused at its discretion. The Principal further undertakes that its servants and agents shall keep confidential and shall not publish or otherwise use any information that may be acquired relating to the Company’s activities.

4. 4.1 The Company undertakes to exercise due care and skill in the performance of its services and accepts responsibility only where such skill and care is not exercised.

4.2 The liability of the Company in respect of any claims for loss, damage or expense of whatsoever nature and howsoever arising in respect of any breach of contract and/or any failure to exercise due skill and care by the Company shall in no circumstances exceed a total aggregate sum equal to ten (10) times the amount of the fee or commission payable in respect of the specific service required under the particular contract with the Company which gives rise to such claims provided however that the Company shall have no liability in respect of any claims for indirect or consequential loss including loss of profit and/or loss of future business and/or loss of production and/or cancellation of contracts entered into by the Principal.

4.3 The Company shall not in any event be liable for any loss or damage caused by delay in performance or non-performance of any of its services where the same is occasioned by any cause whatsoever that is beyond the Company’s control including but not limited to war, civil disturbance, requisitioning, governmental or parliamentary restriction, prohibitions or enactment of any kind, import or export regulations, strike or trade dispute (whether involving its own employees or those of any other person), difficulties in obtaining workmen or materials, breakdown of machinery, fire or accident. Should any such event occur the Company may cancel or suspend any contract for the provision of services without incurring any liability whatsoever.

4.4 The Company will not be liable to the Principal for any loss or damage whatsoever sustained by the Principal as a result of any failure by the Company to comply with any time estimate given by the Company relating to the provision of its services. [See clause 9.1] [See clause 9.2]

5. 5.1 Subject to the Principal’s instructions as accepted by the Company, the test reports, surveys, certificates of inspection or othermaterial produced by the Company shall contain statements of opinion made with due care within the limitation of the instructions received by the Company. The Company is under no obligation to refer to or report upon any facts or circumstances which are outside the specific instructions received.

5.2 For pre-shipment inspection or survey of goods, the Company’s inspector shall perform the inspection or survey when goods are 100% completed, packed and marked (unless otherwise agreed between the Company and the Principal). Goods for inspection or survey shall be unpacked in the presence of the Company’s inspector and inspection or survey shall, subject to Condition 5.3, take place at the place specified by the Principal.

5.3 If the Company’s inspector finds that the location is not suitable for carrying out a proper inspection or survey of goods or where necessary equipment for inspection or survey is not available the inspector may, if practical in the circumstances, draw samples of goods from the location and carry out the inspection or survey at the premises of the Company. The Principal shall be responsible for all costs and expenses incurred in relation thereto.

5.4 Reports, surveys or certificates issued following testing or analysis of samples contain the Company’s specific opinion on those samples only but do not express any opinion upon the bulk from which the samples were drawn. If an opinion on the bulk is requested special arrangements in writing must be made in advance with the Company for the inspection and sampling of the bulk. In no circumstances shall the Company’s responsibility extend beyond inspection, testing and reporting upon the samples actually drawn from the bulk and inspected, tested and surveyed by the Company and any inference to be drawn from the results of such inspection or survey or testing shall be entirely in the discretion and at the sole and exclusive responsibility of the Principal.

6. The Company shall be entitled at its discretion to delegate the performance of the whole or any part of the services contracted for with the Principal to any agent or subcontractor.

7. Every officer, employee, agent or subcontractor of the Company shall have the benefit of the limitations of liability and the indemnities contained in the General Conditions. So far as relates to such limitations and indemnities, any contract entered into by the Company is entered into not only on its own behalf but also as agent and trustee for every such person as aforesaid.

8. If the requirements of the Principal necessitate the analysis of samples by the Principal or by any third party the Company will pass on the results of the analysis but without responsibility for its accuracy. Where the Company is only able to witness an analysis by the Principal or by any third party the Company will provide confirmation, if such be the case, that a correct sample has been analysed but will not otherwise be responsible for the accuracy of such analysis.

9. The Principal will:

9.1 ensure that instructions to the Company are given in due time and are accompanied by sufficient information to enable the required services to be performed effectively;

9.2 accept that documents reflecting arrangements or agreements made between the Principal and any third party, or third party documents such as copies of contracts of sale, l etters of credit, bills of lading, etc. are -if received by the Company considered to be for information only, without extending or restricting the services to be provided or obligations accepted by the Company.

9.3 procure all necessary access for the Company’s representatives to enable the required services to be performed effectively;

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

9.5 ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of the required services;

9.6 take all necessary steps to eliminate or remedy any obstruction to or interruptions in the performance of the required services and repack all inspected goods immediately after any inspection or survey of them;

9.7 inform the Company in advance of any known hazards or dangers, actual or potential, associated with any request for the provision of services by the Company including but not limited to the presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;

10. The Principal shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against:

10.1 all claims made by any third party for any loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any of services to the extent that the aggregate of any such claims relating to any one service exceeds the limit mentioned in Condition 4.2.

10.2 any loss or damage suffered by the Company as a result of the provision of services by the Company to the Principal otherwise than resultizng from the Company’s own error, negligence or wilful default.

11. 11.1 The Principal will punctually pay the Company immediately upon presentation of the relevant invoice or within such other period as may have been agreed in writing by the Company all charges rendered by the Company failing which interest will become due at the rate of 1.5 per cent per month from the date of invoice until payment. The Principal further agrees and undertakes to reimburse the Company all disbursements reasonably incurred in connection with the provision of its services.

11.2 The Principal shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, cross claim or set off which it may allege against the Company.

11.3 In the event of any suspension of payment arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business or failure of the Principal to pay part or all of any sums owing to the Company, the Company shall be entitled to suspend all further performance of its services and withhold the issue of any test report, survey, certificate of inspection or other material requested forthwith and without liability until payment of all sums owing to the Company together with interest thereon is made.

12. Without prejudice to any rights the Company may have at law or under the Conditions, the Company has the following rights in the event ofnon-payment of sums owing to the Company as set out below:

12.1 The Company has a general and particular lien over all samples delivered to be tested for all claims and sums owing by the Principal to the Company under any contract whatsoever and in any other way whatsoever.

12.2 During the currency of any such lien the Company is entitled to be paid reasonable storage charges for samples retained in the Company’s custody.

12.3 Without prejudice to the Company’s lien and other rights under Conditions 12.1 to 12.2 above, if test, inspection or survey of the goods takes place on the premises of the Company, the Company may give notice to the Principal that the goods (or any part thereof) are ready for collection and the Principal shall collect the same within three (3) calendar days (Saturdays, Sundays and Public Holidays excepted). Upon the expiry of this period, if the goods are not collected by the Principal, at the sole discretion of the Company the goods may be deemed abandoned and/or destroyed.

12.4 Without prejudice to Conditions 12.3 above, the Company shall have the discretion to store the goods (or any of them) at their own premises or elsewhere at the Principal’s expense if the Principal has deposited the goods at the Company’s premises for the performance of these services and has subsequently failed to collect the said goods.

12.5 The expenses by way of disbursements that the Company may reclaim from the Principal include all reasonable costs incurred by the Company (whether by way of storage, insurance or otherwise) in respect of the goods and it is expressly declared that it shall be reasonable but not mandatory for the Company to effect comprehensive insurance in respect of the goods.

12.6 Without prejudice to the Company’s lien and other rights under Conditions 12.1 to 12.5 above, the risk and property in the goods shall remain at all times in the Principal.

13. In the event of the Company being prevented by reason of any cause whatsoever outside the Company’s control from performing or completing any service for which an order has been given or an agreement made, the Principal will pay to the Company:

13.1 the amount of all abortive expenditure actually made or incurred; and

13.2 a proportion of the agreed fee or commission equal to the proportion (if any) of the service actually carried out;\

and the Company shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required service.

14. The Company shall be discharged from all liability to the Principal for all claims for loss, damage or expense unless suit is brought within twelve (12) months after the date of the performance by the Company of the service which gives rise to the claim or in the event of any alleged non-performance within twelve (12) months of the date when such service should have been completed.

15. In the event that any unforeseen additional time or costs are incurred in the course of carrying out any of its services the Company shall be entitled to render additional charges as shall reasonably reflect such additional time and costs incurred.

16. All proprietary and non-public information relating to the Principal that is held by the Company will not be disclosed by the Company to third parties except where the Company is required to disclose such information either (i) to Hong Kong Accreditation Service (“HKAS”) or other accreditation bodies for the purposes of an accreditation assessment of the Company’s activities or (ii) pursuant to any legal or regulatory requirement to which the Company shall be subject.

17. All contracts for provision of services by the Company and the Conditions shall be construed in accordance with and governed by the laws of the People’s Republic of China and for the purpose of any arbitral or litigation proceedings such contracts shall be deemed to have been made and performed in PRC. If any provision contained in the Conditions is and/or becomes invalid, illegal or unenforceable in any respect under the laws of PRC, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

【End】