Service Required □ Regular (Standard Pricing) □ Rush (40% Surcharge) □ Priority (100% Surcharge)

服务要求 常规服务 加急服务 优先服务

(5 – 6 Working Days) (3 Working Days) (1-2 Working Days)

\*If not selected, default as Regular service如未勾选，则按常规服务安排测试；Pls contact lab in advance for rush service加急测试，请提前与实验室联系。

**注意：每份申请书对应一份测试报告，标记★为必填项。**

## Quotation required before testing (testing only starts upon confirmation to accept the quotation), please tick the box as “X”.

如果要求测试前提供报价,(客人确认报价后,实验室才开始检测),请在前面的方框里打**“X”**。

## Sample return, please tick the box as “X”, and applicant pay for Express Fee (Freight collect).

如果测试完毕要退样，请在前面的方框里打**“X”**,申请退样公司承担快递费(到付)

**一、Company Information 公司信息**

|  |  |  |  |
| --- | --- | --- | --- |
| **★**Applicant Company 申请公司（中英文）： | | | |
| **★**Address & Post Code 地址及邮编（中英文）： | | | |
| **★**Contact person 联系人： | **★**Tel/Fax 电话/传真： | | **★**E-mail电邮： |
| \*申请人声明：对于本测试申请单项下所产生的测试款项，若本申请人指名的付款人拒绝付款、延迟付款或不正确付款，本申请人将按照贵公司开具的最终收费通知单所载金额无条件及时支付。 | | | |
| Invoice to Applicant 申请公司付款 Yes 是□ No 不是□  （如勾选No，请填写以下信息） | | Report Title As Applicant Company 报告抬头为申请公司 Yes 是 □ No 不是□  （如勾选No，请填写以下信息） | |
| **★**Billing Company 付款公司（中英文） | | Company of Report Title报告抬头公司（中英文） | |
| **★**Address 地址 （中英文） | | Address 地址 （中英文） | |
| **★**Contact Person联系人： **★** Tel/Fax 电话/传真：  **★**E-mail 电邮： | | Contact Person联系人： Tel/Fax 电话/传真：  E-mail 电邮： | |

## 二、Product Information产品信息（以下信息请英文填写，如出中文报告，则中文填写）

|  |  |  |  |
| --- | --- | --- | --- |
| **★** Sample Source样品来源 | □ Sending by client 客户寄送 □ Sampling by 3rd party 第三方抽样 | | |
| **★** Sample Description样品描述 |  | **★**Sample Quantity样品数量 |  |
| Pre-Quality Test(Client Name)  买家预测试，请注明买家名称 |  | If for retest, pls provide previous report no.  （如是针对前一次报告的重测，请注明之前报告号） |  |
| Color (颜色) |  | Material（材质） |  |
| Manufacturer (制造工厂) |  | Model/Style/SKU#/Item#（型号/款号） |  |
| Country of Origin (原产国) |  | Country of Destination(目的国)： | |

**三、Requested Test Item and Requirement测试项目和要求**

|  |  |  |
| --- | --- | --- |
| **1.Analytical Testing化学测试** | | |
| Inorganic无机化学测试 | Organic有机化学测试 | |
| □ Total Lead content in surface coating; Method: | □ Phthalate content; Method: | |
| □ Total lead content in substrate; Method: | □ AZO Dyes; Method: | |
| □ Heavy metal content in surface coating; Method: | □ pH value; Method: | |
| □ Heavy metal content in substrate; Method: | □ Formaldehyde; Method: | |
| □Total Cadmium Content; Method: | □ Flame Retardant; Method: | |
| **2.Physical Testing玩具和儿童产品物理测试** | **3.Flammability 燃烧测试** | |
| 玩具物理安全Mechanical  □GB 6675.2 □ISO 8124-1 □ASTM F 963 □EN 71-1  □SOR/2011-17 and amendment SOR/2016-19  电玩具的安全Electric toys - Safety □GB 19865 □ EN 62115 | 玩具和儿童产品  □GB 6675.3 □ISO 8124.2 □EN 71-2  □16 CFR1500.44 □ASTM F 963  □SOR/2011-17 and amendment SOR/2016-195 | 纺织面料  □ISO 6941  □NFPA 701-1  塑料薄膜  □16 CFR1611  睡袋  □CPAI-75 |
| 尖点锐边Sharp point& Sharp Edge □16 CFR 1500.48&16 CFR 1500.49  使用及滥用测试Use and abuse test □16 CFR 1500.50/1500.51/1500.52/1500.53  小部件Small Part □16 CFR 1501 | 帐篷  □CPAI-84  □CAN/CGSB-182.1-2020 |

|  |  |  |
| --- | --- | --- |
| **4.Microbiological Testing微生物测试** | | |
| 微生物清洁度  □玩具美标ASTM F963 8.4.1（USP 61/62 六项）  □玩具欧标NB-TOYS/2021-053（EP 2.6.12&2.6.13）  □美国药典USP 61&62  □英国药典BP（XVI B）  □欧洲药典EP2.6.12&2.6.13 | 防腐挑战  □玩具美标ASTM F963 8.4.2（USP 51）  □美国药典USP 51  □英国药典BP（XVI C）  □欧洲药典EP5.1.3 | 纺织品防霉  □AATCC30 □第2法 □第3法 □第4法  纺织品抗菌  □AATCC 147（定性）  □AATCC 100（定量）  □ISO20743（吸收法） |
| 大肠菌群□TCC Coliform Count -US FDA BAM CHAPTER4  细菌总数□TPC Total plate count--- US FDA BAM CHAPTER3 | 无孔不吸水材料抗菌 □ASTM E2180 | 纺织品或材料类抗菌 □ ASTM E2149 |
| 塑料及平面无孔材料抗菌□ISO22196 □JIS Z2801 | 合成聚合材料 □ASTM G21 |
| 化妆品微生物五项 □化妆品安全技术规范2015版 | 塑料抗菌 □GB/T 31402 | 纸制品 抗微生物物质迁移□EN1104 |
| 1. **Other Testing(Please Specify as below) 其它测试，请详细注明**   (★1.Test Items, please specify the version of test standard. If not specified, we will perform testing based on the most updated standard.2. If the test report needs an accreditation logo, please specify, such as CNAS, CMA.1.测试要求, 请注明测试标准的版本号，如未注明，实验室将采用标准最新版本进行测试;2.检测报告如需加盖CNAS、CMA标识，请详细说明。) | | |
| **★** We do accept subcontracting test to qualified subcontractor of A&F testing. If not selected, it is deemed to be accepted. 本公司接受将样品交予其他具资格的分包实验室作测试。若未选择，则视为接受。 | | 接受分包  ☑ Y □ N |
| **★** Rating Requirement. If not selected, it is deemed to be No. If need, pls provide limit  是否需要判定，若未选择，则默认为不需要。若需要，请填写判定限值：\_\_\_\_\_\_\_\_\_\_\_\_\_ | | 需要判定  □ Y，limit\_\_\_\_\_\_\_ ☑ N |
| **★**If the report needs declaration of conformity, and the decision rules are not clear in laws and regulations, standards and specifications, the decision rules with guard band could be selected. , is the extended measurement uncertainty andis the length of guard band, please select the guard band, is default.  If is selected, the declaration of conformity may appear " Conditional Pass" or "Conditional Fail".  如报告需要符合性声明，同时判定规则未在法律法规，标准规范要求中明确，可选择有保护带的判定规则。 ，，U是扩展测量不确定度，w是保护带长度。请选择保护带长度，默认选择 。若选择 ，符合性声明有可能出现“有条件的符合”或者“有条件的不符合”。 | | ☑  **( )** |
| ★Test samples will normally be retained for maximum period of 30 days after report issued and will be disposed over this period. Liquid, powder and paint will normally be retained for 5 working days.通常样品的最长保存期为出具报告后的30天，超期将自动处理。液体、粉末和油漆类样品保留5个工作日。 | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **★**We apply the above tests and agree all the terms and condition listed on the next page.  我们申请做以上测试并同意附页中的服务通用条款  **Authorized Signature and Company Chop**  **申请人签名及盖章：** |  | Received and Checked by Laboratory  埃欧孚客服人员签名： |  |
| **★Date 日期：** |  | Date日期： |  |

**服 务 通 用 条 款**

埃欧孚（上海）检测技术有限公司及其关联公司（以下称为“公司”）提供的所有消费品事业部服务均严格在其服务条款项下发出要约及做出承诺。接受服务，或就上述服务进行付款时，任何申请该服务的主体(以下称为“客户”)自动同意：（1）不可撤销地接受并同意埃欧孚（上海）检测技术有限公司服务通用条款（以下称为“通用条款”）；（2）放弃所有改变或质疑埃欧孚（上海）检测技术有限公司通用条款的权利；（3）埃欧孚（上海）检测技术有限公司通用条款为各方认可的最终版本，除非埃欧孚（上海）检测技术有限公司明确同意，任何拟就服务或付款条件而实行的额外条款均无效。

**1.提供服务**

（1）服务的完成应通过公司向客户发布书面报告来证明，该报告根据正确接受的请求、适用的协议、书面信息以及客户向公司提供的产品样本（如适用）阐述了服务的结果（“报告”）。公司可将全部或部分服务的履行委托/转让给公司的关联公司或代理人或分包商。公司可自行决定处置提供给公司的服务产品样品，这些样品在履行服务过程中未被销毁。（2）客户向公司陈述并保证（i）每个产品样品的提交不违反第三方的知识产权；（ii）客户不得使用和依赖公司报告中的任何产品，其特性与报告所依据的样品不同；（iii）接受检验的任何货物将完全按照指定日期登记的检验类型进行准备；（3）客户对提交给政府或其他监管机构的文件的准确性承担全部责任，包括《美国消费品安全改进法案》要求的合规证书和《REACH法规》要求的欧盟合规证书。即使公司已协助客户准备此类文件，客户对准确性的责任和义务也应适用。

**2.报告**

（1）该报告应构成服务的唯一可交付成果，仅涉及公司在履行服务时在收到客户书面信息和指示的范围内观察和记录的事实和情况；公司无义务在报告发布后更新报告。（2）如果服务包括测试或检验：（i）报告将仅列出公司对其中确定的产品样本的调查结果，（ii）对样品检测后出具的结果报告仅仅反映公司对该样品的评价，不反映对被抽取样品的一批货物的评价。（3）报告仅由公司发布，仅供客户使用，除监管机构要求外，未经公司事先书面同意，不得发布、用于广告目的、或复制以供分发或公开披露。公司不对任何第三方对本报告的解释负责。（4）未经公司事先书面同意，客户不得为诉讼目的要求报告，也不得将公司、其关联公司或员工列为任何诉讼的专家。如果客户预期在任何法律程序中制作或以其他方式使用该报告，则应在提交该报告之前通知公司。

**3.埃欧孚的陈述和保证**

（1）公司根据经公司确认的委托人的具体指令，以合理的审慎和技能提供服务。（2）公司既不是保险人也不是担保人，也不代替客户或其聘请的第三方，包括设计师、制造商、代理人、买方、分销商、运输或航运公司，公司不承担任何此类责任。客户寻求保护自己免受损失、损害或伤害索赔，应该适当投保。（3）公司不保证或担保客户的产品，公司的报告也不代表适销性保证、特定用途适用性保证或任何其他保证或担保。

**4.客户的责任**

(1) 保证及时提供足够的信息、指令和文件(任何情况下不得晚于所要求的工作前48小时)，以便所要求的服务得以实施；(2) 为本公司的代表取得到达工作地点的所有必要的通行权，并采取一切必要的措施，消除或纠正服务实施中遇到的任何障碍或干扰；(3) 如有要求，根据服务实施的需要提供任何特殊设备和人员；(4) 无论本公司通知要求与否，要采取一切必要的措施，确保实施服务时的工作环境、场所和装置的平安和安全；(5) 对任何委托、样品或实验中包含的任何已知的实际或潜在危险或危害，如放射性、有毒、有害或爆炸元素或物质、环境污染或中毒的存在和危险，要事先通知本公司；(6) 按照和第三方的任何有关销售合同或其它合同及法律，全面行使全部权利和清偿全部债务。

**5.付款**

全额付款应在发票日期后30天到期，否则公司可撤销向客户提供的任何信贷。客户应向公司偿还（i）从到期日至付款日的逾期款项利息，利率为每月1.5%，以及（ii）公司收取逾期款项所产生的任何其他费用，包括法院、律师和收款机构的费用。

**6.服务的暂停和终止**

如出现以下情况，公司有权立即且不承担任何责任地暂停或终止提供服务：

(1) 客户失于履行任何他应尽的职责，而且在通知其过失后10天内客户不作补救；或(2) 客户的任何暂停付款、与债权人做出安排、破产、无力偿付、破产管理或停业。

**7.知识产权**

公司及其附属公司的名称、服务标志、商标和版权（统称“标志”）是公司的唯一财产，客户不得使用。客户不得对商标的有效性提出质疑，也不得采取任何可能损害商标相关价值或商誉或公司或其关联公司形象或声誉的行动。客户理解，提交给公司的任何信息或样品都是公司在履行服务时使用这些信息或样品的许可证。

**8.关系**

（1）本协议中的任何内容均不构成双方之间的合伙、代理或合资企业。（2）未要求严格遵守或履行本条款的任何规定不得解释为一方放弃以后要求严格遵守和履行本条款的权利。如果这些条款的任何规定被认定为无效或不可执行，则此类无效不应使其余条款无效。（3）在本协议生效后的一年内，客户不得直接或间接试图招揽公司的任何员工。

**9.赔偿**

客户应保护公司、其关联公司及其各自的董事、高级职员、员工、代理人和分包商免受因任何性质的损失、损害、伤害、死亡或费用引起的所有第三方索赔，包括但不限于因（I）公司履行任何服务，（II）销售、转售、制造、分销或使用任何客户货物或（III）违反客户在本协议项下的义务或保证而产生或与之相关的索赔。

**10.赔偿责任限制**

1. 公司不对与报告、提供服务的产品或公司根据本协议提供的服务有关的任何直接、间接或特殊损失负责。对于因延迟履行其在本协议项下的义务或因公司未能在公司预计的任何竣工时间内提供服务而导致的任何损失或损害，公司不承担任何责任，无论延迟或失败的原因为何。（2）公司就任何性质或以何种方式产生的任何损失、赔偿、贡献或损害的索赔所承担的全部财务和法律责任，不得超过就产生此类索赔的特定服务向公司支付的费用金额的二（2）倍。

**11.不可抗力**

如果发生任何不可抗力事件或公司无法控制的事件，公司可立即取消或暂停其在本协议项下的履行，而不对客户承担任何责任。

**12.争议解决**

（1）如果客户希望提出与服务相关的索赔，则必须在发现所谓证明索赔的事实起30天内，且在报告发布之日后不超过6个月内，以书面形式向公司提交索赔，详细说明索赔依据。客户放弃其未在上述期限内提交的任何和所有索赔，但不限于此。（2）如果本协议项下出现争议，双方应首先尝试友好协商和诚信谈判，否则，双方（i）同意适用法律国家的上海市闵行区人民法院拥有解决与本协议有关的任何此类争议的专属管辖权，并且（ii）不可撤销地放弃其在任何此类诉讼或程序中接受陪审团审判的权利。

**13.其它**

本条款、适用订单和/或报价以及报告代表了双方对本协议标的物的完整理解，除非以书面形式作出修改，否则任何修改均不具有约束力。任何订单、采购订单或其他文件所附、随附或提及的任何客户条款和条款均不适用。

**Terms and Conditions**

All services of A&F(Shanghai) Testing Technology Co., Ltd Consumer Products Services Division are strictly offered, and can only be accepted. Under the CPS Conditions of Service. Any party that requests said services, confirms said services, or makes any payment for said services does so agreeing automatically that: (1) it irrevocably accepts and agrees to the Conditions of Service; (2) it waives all rights to change or challenge the Conditions of Service; and (3) the Conditions of Service are final and, unless expressly agreed otherwise by A&F Testing, any additional conditions sought to be imposed on any service or payment shall be invalid.

1. **Services.** (1)The completion of the Services shall be evidenced by the Company’s issuing to Client a written report setting forth the results of the Services based upon the properly accepted request, applicable protocols, written information, and where applicable, the product sample provided by Client to Company (“Report”). Company may delegate/assign the performance of all or a portion of the Services to an affiliate of Company or to an agent or subcontractor. Client shall provide to Company on a timely basis, all documents and information necessary to enable Company to properly perform the Services. Company may, in its sole discretion, dispose of product samples furnished to Company for the Services that were not destroyed in the course of performance of the Services. (2) Client represents and warrants to Company that (i) each product sample is not submitted in violation of a third party’s intellectual property rights; (ii) Client will not use and rely upon Company’s Report for any product whose properties differ from the sample(s) upon which the Report is based; and (iii) any goods subject to inspection will be completely prepared for the type of inspection booked for the specified date, and (3) Client accepts sole responsibility and liability for the accuracy of documents submitted to government or other regulatory bodies, including certificates of compliance required under the US Consumer Product Safety Improvement Act and EU requirements under REACH regulations. Client’s responsibility and liability for accuracy shall apply even where Company has provided assistance to Client in preparation of such documentation.

**2. Report.** (1) The Report shall constitute the sole deliverable for the Services, relate solely to the facts and circumstances as observed and recorded by Company at the time of performance of the Services within the limits of written information and instructions received from Client; Company shall have no obligation to update the Report after its issuance. (2)Where the Services include testing or inspection: (i) the Report will set forth the findings of Company solely with respect to the product samples identified therein and (ii) the results set forth in the Report are not to be construed as indicative or representative of the quality or characteristics of the lot from which a product sample was taken for Company’s performance of Services. (iii) Statements of conformity are based on simple acceptance criteria without taking measurement uncertainty into account, unless otherwise requested in writing.(3) The Report is issued solely by Company, is intended for the exclusive use of Client and its affiliates and, except as required by a regulatory body, shall not be published, used for advertising purposes, copied or replicated for distribution or publicly disclosed without Company’s prior written consent. Company is not responsible for any third party’s interpretation of the Report. (4) Client shall not request a Report for purposes of litigation, nor shall it list Company, its affiliates or employees as an expert in any proceeding without Company’s prior written consent. If Client anticipates producing or otherwise using the Report in any legal proceedings, it shall so notify Company prior to submitting the Report in such proceeding.

**3. A&F Testing’s Representations and Warranties.** (1) Company undertakes due care and ordinary skill in the performance of its Services. (2) Client agrees that Company is neither an insurer nor a guarantor and does not take the place of Client or the third parties that it retains, including designers, manufacturers, agents, buyers, distributors, and transportation or shipping companies; Company disclaims all liability in such capacities. Client understands that, if it seeks to protect itself from claims of loss, damage or injury, it should obtain appropriate insurance. (3) Company does not warrant or guarantee Client’s products, and Company’s Report does not represent a warranty of merchantability, a warranty of fitness for a particular purpose, or any other warranty or guarantee.

**4. Obligations of Client .** (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;(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) Supply, if required, any special equipment and personnel necessary for the performance of the services;(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;(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;(6) Fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

**5. Payment.** Payment in full shall be due 30 days after the date of invoice, failing which Company may revoke any credit extended to Client. Client shall reimburse Company for (i) interest on overdue amounts from the due date until paid at an interest rate of 1.5% per month and (ii) any other costs Company incurs in collecting past due amounts, including court, attorneys and collection agencies’ fees.

**6.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:(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(2) any suspension of payment,arrangement with creditors,bankruptcy, insolvency, receivership or cessation of business by Client.

**7.Intellectual Property.** The names, service marks, trademarks and copyrights of Company and its affiliates (collectively, the “Marks”) are and remain the sole property of Company and shall not be used by Client. Client shall not contest the validity of the Marks or take any action that might impair the value or goodwill associated with the Marks or the image or reputation of Company or its affiliates. Client understands that any information or samples submitted to Company is a license for Company to use the same in the performance of Services.

**8.Relationship.** (1) Nothing herein creates a partnership, agency or joint venture between the Parties. (2) The failure to require strict observance or performance of any provision of these Conditions shall not be construed to be a waiver of a Party’s right to later require strict observance and performance of the same. If any provision of these Conditions is held to be invalid or unenforceable, such invalidity shall not invalidate the remainder of the Conditions. (3) For a period of two years after the commencement of this Agreement, Client shall not directly or indirectly try to solicit for employment any of Company’s employees.

**9. Indemnity.** Client shall hold harmless and indemnify company, its affiliates, and their respective directors, officers, employees, agents and subcontractors against all third-party claims for loss, damage, injury, death, or expense of whatever nature, including but not limited to claims arising from or relating to (i) the performance of any services by company, (ii) the sale, resale, manufacture, distribution or use of any of client’s goods or (iii) breach of client’s obligations or warranties herein.

**10.Limitations of Liability.** (1) company shall not be liable for any indirect, consequential or special loss in connection with the report, the product for which services were performed, or the services provided by company hereunder. Company shall not be liable for any loss or damage whatsoever resulting from any delay in the performance of its obligations hereunder or from the failure of company to provide its services within any time period for completion estimated by company, regardless of the cause of the delay or failure. (2) the entire financial and legal liability of company in respect of any claim for loss, indemnity, contribution or damage of whatever nature or howsoever arising, shall not exceed an amount equal to two (2) times the amount of fees paid to company for the specific services which gave rise to such claim.

**11.Force Majeure.** If any event of force majeure or any event outside the control of Company occurs, Company may immediately cancel or suspend its performance hereunder without incurring any liability whatsoever to Client.

**12.Dispute Resolution.** (a) If Client desires to assert a claim relating to the Services, it must submit the same to Company in writing setting forth with particularity the basis for such claim within 90 days from discovery of the claim and not more than six months after the date of issuance of the Report. Client waives any and all claims without limitation that it does not submit within such time periods. (b) If a dispute arises under this Agreement, the Parties shall first attempt good faith negotiations, failing which, the Parties (i) agree that the Shanghai Minhang District People's Court of the country shall have exclusive jurisdiction to settle any such dispute related to this Agreement and (ii) irrevocably waive their right to trial by jury in any such action or proceeding.

**13.Miscellaneous.** These Conditions, the applicable order form and/or quotation and the Report represent the entire understanding of the Parties on the subject matter hereof, and no modification is binding unless in writing. Any of Client’s terms and conditions attached to, enclosed with or referred to in any order form, purchase order or other document shall not apply.