

Test Requisition Form (Food Containers & Food Contact Materials)

食品容器和食品接觸材料測試申請表	
Applicant's Information 申請人資料	
Form No.	
Applicant's Company Name 公司名称：_____	
Official Use Only	
Address 地址：_____	
DIR No.	
Contact Person 联络人：_____	Tel 电话号码：_____
Confirmation Date：	
E-mail 电邮：_____	Fax 传真号码：_____
Acknowledged by：	
Company Name & Address Shown on Test Report (if different from the Applicant above) 报告抬头之公司名称及地址（若同上，则不用填写）：	
<div><div><input type="checkbox"/> Sample Description / <input type="checkbox"/> Item Name 样品名称：</div><div><input type="checkbox"/> Item / <input type="checkbox"/> Ref./ <input type="checkbox"/> Model / <input type="checkbox"/> Style No.样品编号：</div><div><input type="checkbox"/> Supplier 供应商 / <input type="checkbox"/> Vendor 卖家 / <input type="checkbox"/> Manufacturer 制造商：</div><div>Goods Exported to 产品销售地：</div><div>Buyer Name 买家：</div><div>No. of Sample Submitted 样品数量：</div></div>	
Test(s) Required 測試要求: (Please tick appropriate boxes) 测试项目名称 (请在适当的空格内 “☑”)	
<div><div>US FDA 美國</div><div>Plastic Ware(FDA Regulations)</div><div><input type="checkbox"/> Resinous and Polymeric Coating 21 CFR FDA 175.300</div><div><input type="checkbox"/> Closures with Sealing Gaskets 21 CFR FDA 177.1210</div><div><input type="checkbox"/> Ethylene-Vinyl Acetate (EVA) 21 CFR FDA 177.1350</div><div><input type="checkbox"/> Melamine-Formaldehyde Resins (MF) 21 CFR FDA 177.1460</div><div><input type="checkbox"/> Nylon Resin 21 CFR FDA 177.1500</div><div><input type="checkbox"/> Polyethylene (PE) 21 CFR FDA 177.1520</div><div><input type="checkbox"/> Polypropylene (PP) 21 CFR FDA 177.1520</div><div><input type="checkbox"/> Polycarbonate (PC) 21 CFR FDA 177.1580</div><div><input type="checkbox"/> Polyetherimide Resin 21 CFR FDA 177.1595</div><div><input type="checkbox"/> Polyethylene Phthalate Polymers (PET) 21 CFR FDA 177.1630</div><div><input type="checkbox"/> Polystyrene & Rubber-modified Polystyrene (PS) 21 CFR FDA 177.1640</div><div><input type="checkbox"/> Styrene Block Polymers 21 CFR FDA 177.1810</div><div><input type="checkbox"/> Urea-Formaldehyde 21 CFR FDA 177.1900</div><div><input type="checkbox"/> Mineral Reinforced Nylon 21 CFR FDA 177.2355</div><div><input type="checkbox"/> Polyester Resin Crossed Linked 21 CFR FDA 177.2420</div><div><input type="checkbox"/> Polyamide-imide Resins 21 CFR FDA 177.2450</div><div><input type="checkbox"/> POM Copolymer 21 CFR FDA 177.2470</div><div><input type="checkbox"/> POM Homopolymer 21 CFR FDA 177.2480</div><div><input type="checkbox"/> Rubber 21 CFR FDA 177.2600</div><div><input type="checkbox"/> Acrylonitrile Copolymers and Resins 21 CFR FDA 180.22 / 181.32</div></div> <div><div>Wood and Paper</div><div><input type="checkbox"/> Paper & Paperboard 21 CFR FDA 176.170</div></div> <div><div>Metal</div><div><input type="checkbox"/> US FDA Compliance Policy Guide 7117.05</div><div><input type="checkbox"/> Metal 21 CFR FDA 175.300 (Optional)</div><div><input type="checkbox"/> GRAS (Total Chromium)</div></div> <div><div>Ceramic & Glass Ware</div><div><input type="checkbox"/> US FDA Compliance Policy Guide 7117.06 & 7117.07</div><div><input type="checkbox"/> Metal Release on Lip / Rim (ASTM C927-80)</div></div>	

Europe 歐洲

Ceramic & Glass Ware

☐ UK Regulation (BS 6748: 1986)

☐ EU Directive 84/500/EC & 2005/31/EC

☐ ISO 6486-1 & 2 (Ceramic & Glass Dinnerware)

☐ EN1388-1

☐ Italy Decree of the Ministry of Health of 04-4-1995 (GU No.120)

Other 其他

☐ Metal Release (EN1388-2)

☐ Please Specify Others 请注明其他测试: _____

General Conditions of Service

1. General

(a) DPI Laboratory (Dongguan) Limited * DPI Laboratory Services Limited (hereinafter the "DPI Lab").

(b) 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 made or any of its affiliated companies or any of their agents (each a "Company") and all resulting contracts or other arrangements shall be governed by these general conditions of service (hereinafter the "General Conditions").

(c) DPI Lab may perform services for persons or entities issuing instructions (hereinafter, the "Client").

(d) Unless DPI Lab 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 authorizes DPI Lab 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) DPI Lab will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by DPI Lab or, in the absence of such instructions:

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

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

(c) Should Client request that DPI Lab witness any third party intervention, Client agrees that DPI Lab'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 DPI Lab 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.

(d) Reports of Findings issued by DPI Lab 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). DPI Lab 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.

(e) DPI Lab may delegate the performance of all or part of the services to an agent or subcontractor and Client authorizes Company to disclose all information necessary for such performance to the agent or subcontractor.

(f) 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 DPI Lab.

(g) Client acknowledges that DPI Lab, 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.

(h) 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 DPI Lab'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 sample 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 DPI Lab'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 DPI Lab'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

All fees and payment process and requirements, not in DPI Lab before the statement, temporarily Dongguan Zensee Printing Ltd or DPI Laboratory Services Limited management and implementation of financial sector.

5. Suspension or Termination of Services

DPI Lab 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) DPI Lab 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 DPI Lab nor any of its directors, 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 DPI Lab.

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

(4) The liability of DPI Lab 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

(5) DPI Lab shall have no liability for any indirect or consequential loss (including loss of profits).

(6) DPI Lab shall not be liable for any risk of incorrect testing data from composite test.

(7) In the event of any claim, Client must give written notice to DPI Lab within 30 days of discovery of the facts alleged to justify such claim and, in any case, DPI Lab 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 DPI Lab 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 DPI Lab and its directors, 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 DPI Lab.

(c) Use of DPI Lab's corporate name or registered marks for advertising purposes is not permitted without DPI Lab's prior written authorization.

8. Languages

These General Conditions have been drafted in Chinese and may be translated into other languages. In the event of any discrepancy, the Chinese version shall prevail.