



Toys, Chemical, Hardlines Test Requisition Form



Company Information

Company Name: _____
 Address: _____
 Contact Person: _____ Mobile: _____
 Telephone: _____ Ext _____ Fax: _____
 E-mail: _____
 Are you a supplier testing for someone else? Yes No If yes, provide name: _____

CROSS SELLING

Sample Information

Sample Name/ Description: _____ Model/ Style No.: _____
 Country of Origin: _____ Age Grading for Testing: _____
 Contact Person @ Intertek: _____ No. of Samples Submitted: _____
 Are these additional samples? Yes No PO Number if Required for Invoicing: _____
 Indicate invoice recipient's email address if required from contact: _____

Service Required: Regular (5 business days) 50% Rush (3 business days) 100% Rush (1-2 business days) (*Restrictions may apply. Services available at an additional charge.)

Test(s) Required (Please check appropriate boxes)

US CPSIA

- Lead Content (list in comments)
 - Coating (16 CFR 1303) Substrate
- 3 Phthalates 7 Phthalates (all mouthable children's toys and childcare articles)
- Physical and Mechanical Tests (16 CFR 1500)
- Flammability Test (solid) (16 CFR 1500.44)
- Lead Content In Children's Jewelry
- Lead Content in Crayons, list colors* in comments

US ASTM F963-08- Toys

- Full Test
- Physical and Mechanical Tests (includes all CPSC physical/mechanical above)
 - Flammability Solids- 16 CFR 1500.44
 - Textiles- 16 CFR 1610
- Heavy Metals Test (includes total lead in surface coatings 16 CFR 1303)
- Stuffing Cleanliness
- DEHP Content (list colors/substrates in comments)*
- Microbial - USP 61 Verification USP 51
- LHAMA Certification for art materials - ASTM D4236* (requires 16 CFR 1303)

Food Contacting Articles (FDA)

- US Food Simulating Extractions
- Indicate material (circle): acrylic, melamine, nylon, PE, PP, PS, ABS, PC, PVC, Paper, Polymeric Coating, Olefin Copolymer, Rubber Nipples, Other: _____

Canadian Hazardous Products (Toys) Regulations

- Full Test
- Physical and Mechanical Tests
- Flammability Test
- Toxic Elements Test (list colors in comments)*

Other Tests

- ISTA (Transit Testing) - Drop and Vibration
- Cadmium Content, WA State
- TAPPI - Bursting Strength - Packaging Testing
- TPCB Test on Packaging Materials (CONEG)
- Conditioning / Environmental Testing
- Candle / Candle Holder Performance Testing
- Performance Testing / Review
- T.R.A. - Toxicological Risk Assessment
- FTIR Material Analysis
- Customized Test (please include specs and/or protocol)
- Formaldehyde BPA
- DMF Azo Dye

European Standard EN71- Toys

- Full Test (EN71)
- Part 1- Mechanical and Physical Tests
- Part 2- Flammability Test
- Part 3- Toxic Elements Test
 - Coating Substrate
- Part 4- Experimental Chemistry Sets

- Part 5- Chemical Sets
- Part 6- Graphical Symbol for Age Warning Label
- Cadmium Content (UK/Sweedden/Netherlands)
- Colorfastness (German DIN 53 160) Saliva, Perspiration, Crocking, Laundering, Light, etc.
- EMC (Battery-Operated Toys)
- Nickel testing- EN 1811 or EN 12472
- British Standard BS 5665 RoHs Testing

Australia/New Zealand- Toys

- AS/NZS ISO 8124-1 Physical & Mechanical
- AS/NZS ISO 8124-2 Flammability
- AS/NZS ISO 8124-3 Toxic Elements

California Settlement- Proposition 65

- Proposition 65 Evaluation
- Quality/Durability Testing: (circle one) Microwave-ability/ Dishwasher/ Thermal Shock/ Annealing/ Hand Washing/ Annealing/ Hand Washing
- Proposition 65 Adult Jewelry

Enamel, Ceramic Ware & Glass Ware

- Leachable Lead & Cadmium U.S. FDA Lip & Rim
- U.S. FDA Internal Surface customs general
- U.S. California Prop 65 customs general
- BS 6748 EEC 84/500 Cookware (U.S. FDA)
- Niosh Wipe Test Full Submersion Total Lead/ Cadmium by Dremmel

Indicate if you'd like your product to be evaluated for state regulations:

State(s) _____

Comments/Other Tests:

Return Remaining Sample(s): Yes No

Return Tested Sample(s): Yes No

If yes to either, please provide: Preferred Carrier: _____

Carrier Account No.: _____

THIS TEST REQUEST IS SUBJECT TO THE CONDITIONS OF TESTING SET FORTH ON PAGE 2. We request the above testing and/or services and agree that all testing and/or services will be carried out subject to INTERTEK TESTING SERVICES scale of charges as set forth in their latest price list at the time of testing and/or service delivery.

Date: _____ Authorized Signature: _____

MINIMUM INVOICE \$100

TERMS AND CONDITIONS

1.0 INTRODUCTIONS

These Terms and Conditions are incorporated into the Intertek Consumer Goods North America ("ITRK") test request form. The party executing this document ("CLIENT") indicates acceptance of all fees incurred from requested testing. The signed test request form serves as a binding contract between CLIENT and ITRK which governs the performance of the stated services and the rights and obligations of the parties and that ITRK may proceed with the work.

2.0 PROPOSAL TERM

A formal proposal will be waived unless duly noted on the test request form. Any written proposal shall remain valid until accepted, but in no event for a period longer than thirty (30) days from the date of issue.

3.0 LIMITED WARRANTY

ITRK warrants that if any of its completed services fail to conform to professional standard, ITRK will, at its own expense, perform corrective services of the type originally performed as may be reasonably required to correct such defects, of which ITRK is notified in writing within six months of the completion of services or delivery of product. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

4.0 INVOICING

Invoices will generally be issued upon project completion. Invoices shall be paid according to the terms in Section 5.0.

5.0 PAYMENT TERMS

Invoices, submitted in accordance with paragraph 4.0 herein, are due and payable to ITRK, at its offices, due upon receipt of invoice, and client agrees to pay reasonable collection costs if necessary in the event of non-payment.

6.0 CLIENT INFORMATION

CLIENT represents that the information and samples supplied by it or its agents to ITRK are accurate and complete and acknowledges that ITRK is relying upon such information and samples or data in preparation of work or proposal. The CLIENT agrees to hold ITRK harmless and indemnify ITRK from any liability of whatever kind of nature, including but not limited to court costs and reasonable attorneys' fees if information or samples provided by the CLIENT are inaccurate or incomplete.

7.0 PRICE and SCHEDULE

ITRK will work diligently to provide the services according to the costs and schedule stated on the test request form. CLIENT recognizes and agrees that proposed services are good faith estimates of the costs for the services to be provided and time of completion, but such estimate is not a guarantee of the total costs or time that may be involved in completing the work. ITRK will endeavor to notify CLIENT in advance of requirements for additional funding to meet the necessary costs to complete the work or to complete the additions and changes authorized by the CLIENT. Rush services are at the discretion of the laboratory. These services will be provided when feasible. *CLIENT completely understands the pricing structure for requested testing and agrees that all testing will be carried out subject to INTERTEK TESTING SERVICES scale of charges as set forth in their latest price list.*

8.0 INSURANCE

ITRK declares that it maintains workers' compensation and employer's liability insurance on its employees in a form and amount as required by applicable laws. This insurance does not cover any employees of the CLIENT or third parties who may be involved with the work to be performed. If the services of ITRK are performed on property of CLIENT or third parties, ITRK insurance does not provide coverage for non-ITRK employees.

9.0 INSTRUMENTS OF SERVICE

9.1 The CLIENT agrees to waive any claim against ITRK and defend, indemnify, and hold ITRK harmless from any and all causes of action, lawsuits, proceedings or claims allegedly arising as a result of unauthorized re-use of ITRK's Instruments of Service. Instruments of Service include all reports, laboratory test data, calculations, estimates, notes and other documents prepared by ITRK in the course of providing services to the CLIENT. The CLIENT further agrees to compensate ITRK for all legal fees and expenses incurred by ITRK in defense of such causes of action, lawsuits, proceedings, or claims, in accordance with ITRK's prevailing fee schedule and expense reimbursement policy. The CLIENT agrees to indemnify ITRK for any breach by the CLIENT arising out of clause 6.0 (CLIENT INFORMATION) above.

9.2 Notwithstanding any other provision to the contrary, ITRK retains any and all rights of ownership of any concepts, ideas, inventions, patents or copyrights arising from ITRK's Instruments of Service and the provision of services to the CLIENT. ITRK agrees that information received from the CLIENT, as defined in paragraph 6.0, shall remain the property of the CLIENT and will be returned to the CLIENT upon demand, except for that which is necessary as a basis for the ITRK report. CLIENT may designate in writing any information provided by CLIENT to ITRK as confidential and proprietary. If CLIENT has done so, ITRK will not release to third parties any such information without the prior written consent of the CLIENT or only in response to a proper Court Order or document. As to that information, ITRK may make and retain copies.

10.0 LIMITS OF LIABILITY

10.1 The CLIENT agrees to limit ITRK's liability arising from ITRK's professionally activity, errors, or omissions, such that the total aggregate liability of ITRK shall not exceed ITRK's total fee for the services rendered on the project in question, except in the case of a finding of gross negligence or willful misconduct on the part of ITRK by a court of competent jurisdiction.

10.2 ITRK shall not be liable to the CLIENT for any consequential damages incurred by CLIENT due to the fault of ITRK, regardless of the nature of this fault, whether it was committed by ITRK, its employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

10.3 The CLIENT agrees to extend any and all limitations, indemnifications, and waivers provided by the CLIENT to ITRK to those individuals and organizations ITRK retains for proper execution of the work. These shall be deemed to include, but are not necessarily limited to ITRK's officers and employees and their heirs and assigns, as well as ITRK's agents, subcontractors and their officers, employees, heirs and assigns.

10.4 CLIENT acknowledges that testing, including sample preparation and transportation may damage or destroy client's product. CLIENT agrees to hold ITRK harmless from any and all responsibility for such alteration.

11.0 GOVERNING LAW

This test request form and any work performed pursuant, shall be governed by the laws of the jurisdiction within which the ITRK facility receiving the test request form. Any action brought hereon shall be venued in said jurisdiction.

12.0 SEVERABILITY

Any provision of the test request form that may be held invalid, void or unenforceable for any reason, shall not affect any other term or condition of this contract, and such term or condition shall be replaced or interpreted to accomplish the intent of the parties.

13.0 MODIFICATIONS

No modifications, waiver or amendment of any of these terms and conditions shall be binding upon ITRK unless identified in writing as to modification, waiver or amendment of such terms and conditions, and such writing is signed by an agent of ITRK.

14.0 SUBCONTRACTING OF WORK

ITRK reserves the right to outsource work to a competent subcontractor.

15.0 SAMPLE RETURN

ITRK will provide sample return at the expense of CLIENT. 30 days from original report date all samples will be destroyed, if return is not requested by CLIENT.

16.0 REPORT MODIFICATIONS

Any revisions to reports will be marked clearly and reason for revision will be placed on report. A signed report revision requisition form will be required for authorization. Any such revision will be at the expense of the CLIENT.