

EUROFINS MTS CONTACT DETAILS

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INDIA - TIRUPPUR	Eurofins Modern Testing Services (India) Private Ltd	INDIA - BANGALORE	Eurofins Modern Testing Services (India) Private Ltd
	No 16-C, Ramraj Nagar, 80 feet Road, Gandhi Nagar, Avinashi Road, Tiruppur, Tamilnadu 641 603, India		No:37/1, BBMP Ward no:191, Singasandra, Hosur main road, Bangalore 560068, India
	CUSTOMER SERVICE		CUSTOMER SERVICE
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SOFTLINES TEST REQUEST FORM (Own Brand)

Please choose lab location:

- ☐ Hong Kong
 ☐ Dongguan
 ☐ Shanghai
 ☐ Qingdao
 ☐ Hangzhou
 ☐ Shenzhen
 ☐ Indonesia
☐ Bangladesh
 ☐ Tirupur
 ☐ Bangalore
 ☐ Gurgaon
 ☐ Nodia
 ☐ USA

Service Required:
 ☐ Regular (5-7 working days)
 ☐ Express (40% Surcharge) (3 working days)
 ☐ Shuttle (100% Surcharge) (Next working day)

Application Information:

Company Name: _____
 Address: _____
 Contact Person: _____ Email Address: _____
 Tel No.: _____ Fax No.: _____

Sample Information:

☐ Return Remained Sample

Sample Description: _____
 Material Type: _____ Age Grade: _____
 P.O. / Order No. _____ Style No: _____
 Color: _____ Quantity: _____
 Country of Origin: _____ Country of Destination: _____
 Buyer: _____ Supplier: _____
 Fiber Content: _____ Weight: _____
 Fabric Construction: _____ Care Instruction: _____
 Fabric Count: _____ Other Information: _____
 End Use: _____ Manufacturer: _____
 Retest: Previous Report No. _____ Date _____

Method(s) to be Used : ☐ AATCC/ASTM ☐ ISO ☐ BS / EN ☐ DIN ☐ Other (please specify): _____

Test Required: ☐ Adult ☐ Children

Package Test:

- ☐ URB001 Woven Fabric Package
 ☐ URB007 Non-Washed Denim Garment Package
☐ URB002 Knit Fabric & Sweater Package
 ☐ URB008 Washed Denim Garment Package
☐ URB003 Denim Fabric Package
 ☐ URB009 Leather, Vinyl Garment Package
☐ URB004 Leather Fabric
 ☐ URB010 Faux Leather Garment Package
☐ Corduroy / Velveteen Fabric Package
 ☐ URB011 Foundations & Swimwear Garment package
☐ URB005 Woven Garment Package
 ☐ Small Units Package
☐ URB006 Knit Garments & Sweater Package
 ☐ GB 18401

Eurofins fabric report no. for passing flammability test: _____

Individual Test:

Colorfastness:

- ☐ Crocking
☐ Laundering
☐ Perspiration
☐ Light _____ Hrs. Exposure

Dimensional Stability:

- ☐ Laundering – 3 cycles
☐ Dry Cleaning
☐ Appearance after laundering
☐ Appearance after dry cleaning

Physical:

- ☐ Seam Strength
☐ Bursting Strength
☐ Seam Slippage
☐ Component Strength (snaps, buttons, etc.)
☐ Stretch and Recovery
☐ Label Review

Microscopy:

- ☐ Fiber Composition

Flammability:

- ☐ Wearing Apparel 16 CFR 1610

RSL Testing Category:

- ☐ Plastics and Synthetic Materials
☐ PU, PVC, Rubber, TPU, TPR, EVA
☐ Textiles and Fabric from Natural Fiber
☐ Textiles and Fabric from Synthetic Fiber
☐ Paints/ Coatings/ Surface Prints
☐ Leather
☐ Synthetic Leather (PU, PVC)
☐ Metal Parts
☐ Adhesives

Other Tests or Method (Please specify): _____

Billing Information: (Please provide details contact information if billing different from applicant)

Company Name: _____ Contact Person 聯繫人: _____
 Address: _____
 Tel No: _____ Fax No: _____ Email Address: _____

STATEMENTS OF CONFORMITY: We are obliged by ISO 17025 to apply 'decision rules' relating to the making of statements of conformity on test reports. These must be agreed with customers prior to testing being completed. **Our default decision rules to be applied can be found at http://www.mts-global.com/Decision_Rule.html.** Should you wish to apply a different decision rule then please specify the decision rule you wish to be applied but please note that we are not obliged to accept it if it does not meet the requirement of ISO 17025 as imposed on us.

☒ (Default) I have reviewed and understand the default decision rules to be applied and fully agree to the application of the default decision rules as listed at http://www.mts-global.com/Decision_Rule.html

☐ I wish to apply my own decision rules as follows: _____

OPINIONS & INTERPRETATIONS:

ERF is accredited for the expression of opinions and interpretations and may, where appropriate, provide such statements within test reports as needed to provide context to the test reports reported.

We request for the above tests and agree with the test charges as set forth on the ERF price list. All services to be carried out are subject to the Terms and Conditions set forth herein on pages 2. **WE ACKNOWLEDGE THAT WE HAVE FULLY READ, UNDERSTAND, AND AGREE WITH ALL OF THE PROVISIONS SET FORTH IN THE TERMS AND CONDITIONS ON PAGE 2.**

Date _____ Authorized Signature and
 日期: _____ Company Chop 簽署及蓋印

The laboratory will disclose relevant information of clients to the country independent third part accreditation or certification body upon the request of auditor, during the accreditation and certification process, who shall also keep confidential of any of our client document that he/she has reviewed. Any client disagree with this arrangement or any of their relevant information be released to the accreditation body, the client should notify the company in writing during testing application process. When the results/reports are transmitted by electronic or electromagnetic means such as by telephone, telex, facsimile, email, as requested by the client, there are always risks of such report delivery method. However, the company will pay particular attention on the security, confidentiality and integrity of the data and test results being transmitted to the client.

THIS TEST REQUEST IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF

TESTING TERMS AND CONDITIONS

Eurofins MTS Consumer Product Testing Hong Kong Ltd., Eurofins MTS Consumer Product Testing US, LLC, Modern Testing Services (India) Private Ltd., Modern Testing Services (Dongguan) Ltd., Modern Testing Services (Shanghai) Co Ltd., Modern Testing Services (Qingdao) Co., Ltd., PT. Modern Testing Services Indonesia, Modern Testing Services (HK) Ltd., Taiwan Branch, Modern Testing Services (Bangladesh) Ltd., Modern Testing Services (Vietnam) Ltd., Modern Testing Services Lanka (Private) Ltd., Modern Testing Services (Cambodia) Ltd., (hereinafter, collectively "ERF") will provide its testing services ("Services") subject to the terms and conditions herein contained ("Terms"). The Terms are the only conditions upon which ERF is prepared to deal with the Client, and they shall govern this contract to the entire exclusion of any other expressed or implied conditions. The Terms may only be modified by a variation expressed specifically in writing signed by a duly authorized representative of ERF.

1. **ACCEPTANCE OF SERVICES.** All orders for any Services are subject to acceptance by ERF, and a binding commitment shall not be made unless ERF accepts the order by writing or the issuance of a written test report ("Report"). The risk and property of the goods shall remain with the Client at all times. In the event that a sample is submitted with an unsigned Test Request Form ("TRF") and is accepted by ERF in writing or by the issuance of a Report, the Terms shall govern the contract to the entire exclusion of any other expressed or implied conditions. ERF's acceptance of a sample submitted with an unsigned TRF shall in no way be treated as a waiver of the Terms, and the Client agrees that any Services provided by ERF shall be subject to the Terms.

2. **EMAIL TRANSMISSIONS.** ERF acknowledges that the Client may request to access the ordered Reports by means of e-mail communication. If the Client requests to access its ordered Reports by e-mail transmission, the Client acknowledges that such transmissions will not be encrypted and will no longer be confidential. The Client further acknowledges that such transmissions may be intercepted by third parties and modified inadvertently. ERF disclaims any and all liability arising out of or in connection with e-mail transmissions of Reports. .

3. **REPRODUCTION OF REPORTS AND PUBLICITY.** Reports shall not be reproduced except in full unless prior written authorization from ERF has been attained. Reports prepared by ERF are issued subject to the condition that they are not to be made public or used in connection with or for the purpose of any advertising, promotional, or publicity undertaking or material whatsoever without the prior expressed consent in writing of ERF thereto.

4. **CONFIDENTIALITY.** ERF shall notify Client in advance before placing any Client information in the public domain, except for information that Client makes publicly available or when ERF and Client has agreed to make the disclosure. All other information is considered proprietary information and shall be regarded as confidential. When ERF is required by law or authorized by contractual arrangements to release confidential information, Client shall, unless prohibited by law, be notified of the disclosure of information. ERF may release confidential information to accreditation bodies, including but not limited to, HKAS or CNAS for assessment purposes.

5. **DISCLAIMER.** Any testing is carried out to the best of the knowledge and capability of ERF. The Report reflects the findings of ERF at the time and place of testing and does not relieve sellers or manufacturers from their contractual liabilities or prejudice buyers' right for compensation for any apparent and/or hidden defects during the testing carried out by ERF or occurring thereafter. Any Report results are not a recommendation for any specific course of action.

It shall be the responsibility of the Client to ascertain and notify ERF of the standards with which any sample submitted must comply in any country or territory in which such sample is intended to be sold. In absence of specific instructions, ERF will adopt the test methods and standards, which in its sole and absolute discretion, are considered appropriate.

A Report issued by ERF shall refer only to the sample actually tested and shall not refer or be deemed to refer to the bulk from which such sample may be said to have been obtained. In the event that ERF is requested to survey and test any bulk quantity of samples against contract description or sample, ERF shall, in the absence of contrary written instructions, cause a random sampling of bulk for testing purposes. The Client shall notify ERF by advance notice in writing if they require a specific percentage of the bulk to be tested. In no circumstances shall ERF's responsibility extend beyond testing and reporting upon the samples actually drawn from bulk and tested by ERF and any inference to be drawn from the result of such testing shall be entirely in the discretion and the responsibility of the Client. ERF shall have no obligation to update the Reports after its issuance.

ERF will, subject to the Client's requirements, test any sample submitted to it or sampled by ERF from bulk (the quantity of the bulk from which the sample shall be taken and the sample shall be agreed between the Client and ERF) to ascertain its conformity or otherwise with contract description or sample (such contract description or sample are to be provided by the client). In no circumstances will ERF render any opinion as to the description, quantity, or the fitness of any sample for the purpose of which it is said to be intended unless in any specific case ERF is required to do so and agrees to do so in writing.

6. **TURNOVER TIMES.** Unless otherwise agreed in writing with the Client, any time periods specified by ERF on the face hereof for performing the Services are business estimates only and ERF will not be liable to the Client for any loss or damage whatsoever sustained by the Client, including but not limited to additional air freight charges incurred by the Client as a result of ERF's failure to comply with such times.

7. **DISCLOSURE OF REPORT.** In the event that any Report issued by ERF is required for use in connection with or for evidence in any Court or Arbitration proceeding by the Client, ERF will render all assistance and explanations reasonably required in connection therewith but all costs and expenses incurred by ERF in giving such assistance, including court appearance, expert testimony, or explanations shall be charged to the account of the Client.

8. **RELATIONSHIP OF PARTIES.** Nothing herein shall be construed to create a partnership, joint venture, or agency between the parties. Neither party has the authority to bind the other or incur any obligation on the other party's behalf.

9. **WARRANTY.** ERF warrants solely to the Client that the Report will be free of any material error or omission caused by the negligence of ERF or its servants or agents. Any claim for breach of such warranty shall be made in writing to ERF within sixty (60) days after the date of issuance of the Report, and the Client waives any and all claims for breach of such warranty unless a timely written claim to ERF is made within the sixty (60) day period. In the event that a timely written claim has been made by the Client, ERF, at its sole discretion, may either redo the testing to fix the deficiency without charge to the Client or refund the Client in the amount of the fee paid, free of interest.

10. **INDEMNIFICATION.** In the event that ERF shall suffer any loss or damage as a result of ERF and/or its servants and/or its agents carrying out or providing the Services to the Client or on goods supplied by or at the direction of the Client other than as a result of its error, negligence or willful default, then the Client shall indemnify ERF and compensate ERF for such amount of loss or damage suffered. ERF PROVIDES REPORTS, RECOMMENDATIONS, AND ADVICE RELYING ON THE INFORMATION PROVIDED BY THE CLIENT AND ITS AFFILIATES. ERF SHALL NOT BE HELD LIABLE FOR ANY CLAIMS DIRECTLY OR INDIRECTLY ARISING OUT OF SERVICES PERFORMED IN CONSIDERATION OF THE INCORRECT OR INCOMPLETE INFORMATION AND INSTRUCTIONS RECEIVED FROM THE CLIENT OR ITS AFFILIATES. IN ANY EVENT THAT ERF IS HELD LIABLE FOR ANY CLAIMS DIRECTLY OR INDIRECTLY ARISING OUT OF SERVICES PERFORMED IN CONSIDERATION OF THE INCORRECT OR INCOMPLETE INFORMATION AND INSTRUCTIONS RECEIVED FROM THE CLIENT OR ITS AFFILIATES, THE CLIENT SHALL FULLY GUARANTEE AND INDEMNIFY ERF FOR ANY LOSSES, DAMAGES, OR EXPENSES SUFFERED FROM SUCH CLAIMS, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES.

11. **LIMITED LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ERF, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR (A): ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OR CONTENT) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, EVEN IF ERF HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF ERF AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS, RELATING TO THE SERVICES SHALL BE LIMITED TO AN AMOUNT EQUAL TO FIVE (5) TIMES THE TESTING COST OF THE PARTICULAR SERVICE PERFORMED WHICH GIVES RISE TO SUCH LIABILITY. THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE. In the event that ERF is found liable for any loss, damage, or destruction of the goods that are subject to be tested by ERF caused by the error, negligence, or willful default or act of ERF or its servants or agents, then, in any such case, the liability of ERF shall be limited to the lesser of: (i) the invoice price of the goods or (ii) five (5) times the fee paid in relation to the Services provided by ERF, free of any interest.

12. **DISPOSAL OF SAMPLES.** Without prejudice to ERF's lien and other rights under Clause 14 hereof, samples not destroyed in course of testing may at the sole discretion of ERF deemed abandoned and/or destroyed at the expiration of a period of thirty (30) days from the date of the Report unless special arrangements have been made in advance with the Client in writing in regards to the disposal thereof.

13. **PAYMENT.** In the event that the payment terms are not established or negotiated between ERF and the Client, ERF's standard rates (which are subject to change) and all applicable taxes shall govern as the payment terms for ERF's services. Client agrees to make prompt payment within thirty (30) days from the invoice date or within such other

period as may be established by ERF as the "Due Date." In the event that the Client owes payment under any overdue invoices, ERF reserves the right to suspend all further performance of its Services and withhold the issuance of any Reports until payment of all sums owing to ERF under the aforesaid invoice(s) together with interest at the rate of 1.5% per month thereon. The Client agrees to reimburse ERF for any costs it incurs in collecting overdue payment, including but not limited to court costs and fees and attorney expenses and collection agencies. Client shall not be entitled to retain or defer payment of any sums due to ERF on account of dispute, counterclaim, or set off which it may allege against ERF. In any event that the Client requests invoices for Services to be issued to third parties, including but not limited to, agents, vendors, and factories, the invoiced third party must meet local credit requirements for the country where the invoice is issued, which may include partial or full prepayment. Payment of invoices issued to the requested third parties shall remain the responsibility of the Client and shall be reissued to the Client in any event that the invoices remain unpaid for longer than sixty (60) days. ERF reserves the right to suspend Services and/or change payment terms to full prepayment for Clients with overdue invoices of ninety (90) days or more.

14. **ARBITRATION AND CHOICE OF LAW.** Any dispute, difference or claim arising out of or in connection with the Terms, or the breach, terminations or invalidity thereof if not settled between the parties shall be settled by arbitration. The parties hereto may agree to the appointment of an arbitrator or, failing agreement within fourteen (14) days after either party has given to the other a written request to concur in the appointment of an arbitration, either party may request the Hong Kong International Arbitration Centre ("HKIAC") to appoint an arbitrator. The place of arbitration shall be in Hong Kong SAR at HKIAC. There shall be only one arbitrator. The language to be used in the arbitral proceedings shall be English. The arbitration award shall be given in writing and shall be final and binding on the parties, not subject to any appeal, and shall deal with the question of costs of arbitration and all matters thereto. Judgment upon the award rendered may be entered into any court having jurisdiction or application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be. The agreements and contracts to which these Terms apply shall be construed in accordance with and governed by the laws of Hong Kong Special Administrative Region, and for the purpose of legal proceedings, this agreement shall be deemed to have been executed in Hong Kong and to be performed there.

15. **ERF'S RIGHTS UNDER NON-PAYMENT.** Without prejudice to all or any right ERF may have at Common Law, ERF has the following rights in the event of non-repayment or otherwise as set forth below: (a) ERF has a general and particular lien over all samples delivered to be tested for all claims and money owing by the client to ERF under any contract whatsoever and in any other way whatsoever. (b) Until the contract sums together with interest has been received, during the currency of the said lien, ERF is entitled to be paid reasonable storage charges for samples retained in ERF's custody. (c) In case any lien not satisfied within a reasonable time from the date upon which ERF first gave notice of the exercise of their lien to the client, the samples in its custody may be sold and the proceeds of sale may be applied to the satisfaction of every such lien and all interest, other charges and expenses in relation thereto.

16. **FORCE MAJEURE.** ERF shall not be liable for any loss or damage caused by delay in the performance or non-performance of any of its obligations hereunder where the same is occasioned by any cause whatsoever that is beyond ERF's control including but not limited to an Act of God, war, civil disturbance, requisitioning, governmental or parliamentary restrictions of any kind, import or export regulations, strike lockout or trade dispute (whether involving its own employees or those of any other persons), difficulties in obtaining workmen, breakdown of machinery, and fire or accident. Should any such events occur, ERF may cancel or suspend the contract in question without incurring any liability whatsoever for any loss or damage thereby occasioned. In the event that ERF is prevented by any reason whatsoever outside ERF's control from performing and completing its Services for an order made by the Client, the Client agrees to pay ERF the amount of all abortive expenditures incurred and a percentage of the agreed fee equal to the percentage of the service actually performed. In such event ERF shall be discharged from all responsibility for any and all non-performance of the ordered Services. In the event that any unforeseeable time or costs are incurred in the course of performing its services, ERF shall be entitled to render the additional charges to the Client to reasonably reflect the extra time and costs incurred.

17. **DELEGATION OF PERFORMANCE.** ERF, at its discretion, shall be entitled to delegate the performance of the whole or any part of the Services contracted for with the Client to any agent or subcontractor.

18. **SEVERABILITY AND ENTIRETY.** These Terms apply to the maximum extent permitted by relevant law. If a court holds that we cannot enforce a part of these Terms as written, ERF and Client will replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Terms will remain in effect. This is the entire contract between ERF and the Client regarding the Services. The Terms supersede any prior contract or oral or written statements regarding the Services.

19. **WAIVER.** The failure of either party to insist upon or enforce strict performance of any of the provisions of these Terms or to exercise any rights or remedies under these Terms will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect.

<https://www.mts-global.com/en/terms.html>