

Intertek Inspection Requisition Form

The inspection requisition form sent to Intertek in the form of email has a legal binding force between both parties if it is accepted by Intertek by return email.

1st Requisition Revision (No.: _____)

To INTERTEK THAILAND

Attn: _____

(Fax: (662) 930-0061)

From (APPLICANT

Company Name) :

(in English)

Address :

(in English)

Contact Person :

Tel. :

E-mail :

Fax :

BUYER NAME (IN FULL) :

COUNTRY

(in English)

(in English)

INSPECTION DETAILS

Plan ship date : _____

Product Category: Fabric Apparel Footwear Home Textile Luggage Other
 Cookware Furniture Toy & Juvenile Household E&E product

| P.O. number. | <input type="checkbox"/> Style no., <input type="checkbox"/> Article no., <input type="checkbox"/> Item no., <input type="checkbox"/> Reference no. | Quantity | Product Description |
|--------------|--|---|---------------------|
| | | <input type="checkbox"/> pieces; <input type="checkbox"/> sets <input type="checkbox"/> yards | |
| | | <input type="checkbox"/> pieces; <input type="checkbox"/> sets <input type="checkbox"/> yards | |
| | | <input type="checkbox"/> pieces; <input type="checkbox"/> sets <input type="checkbox"/> yards | |

REQUESTED INSPECTION DATE : _____

INVOICE SENT TO: Applicant Buyer Other____ Please specify billing address _____

INSPECTION LOCATION (if possible please provide detailed Map)

Factory Name :

(in English)

(ภาษาไทย)

Factory Address :

(in English)

(ภาษาไทย)

Contact Person :

Tel. :

E-mail :

Fax :

TYPE OF SERVICES

Final Random Inspection Re-inspection (Prev. Report no.: INSBKK_____) During Production Inspection
 Factory Evaluation Supervision of Loading Others: _____

INSPECTION REQUIREMENTS:

Inspection standard: ANSI/ASQC Z 1.4 BS6001 NFX 06-022 DIN40.080 Other, _____
 Inspection Level: VISUAL: I II III Other, _____
 FUNCTIONAL: S1 S2 S3 S4 Other, _____
 AQL: Critical 0.0 Major, _____ Minor, _____
 FABRIC INSPECTION: 4 Point System 10 Point System

REFERENCE MATERIAL: SUBMIT TO Intertek Factory Others: _____

INTERTEK TESTING SERVICES (THAILAND) LTD

5/1 SOI CHALOEM SUK, CHANKASEM, CHATUCHAK, BANGKOK 10900 THAILAND

Approval sample Product specification/ Drawings Trim card Material/ Color swatch
 Shade Band Packing list Copy of Purchase order Client's instruction
 Copy of Letter Credit Others: _____

We apply for the above service and agree that all inspection will be carried out subject to Intertek Testing Services (Thailand) Ltd.

X

| TERMS & CONDITIONS – INSEPCION SERVICES | | |
|---|--|--|
| Terms | Definition/ Condition | Rate |
| Booking Lead Time | Application should be made at least 4 working days in Asia and 10 working days in other regions (Americas, Europe, Africa and Middle East) prior to the desired service date | Not Applicable |
| Manday | 8 hours spent business and/or traveling with 1 hour break or in compliance with local labor law. | As agreed with client |
| Normal Business Days | Monday to Friday or in compliance with local labor law and customs | Not Applicable |
| Working/Traveling on Holidays Charge (Saturday, Sunday or Public Holiday) | Holidays and Weekends will vary depending on local law and customs. A surcharge will be applied for work/travel on such days. | 100% Surcharge of Manday fee |
| Late Cancellation / Rescheduling Charge | Notice of cancellation or postponement is made with less than 2 business day prior to the confirmed inspection date. | Manday rate x number of inspectors assigned + any expenses incurred |
| Express Booking | For inspection booking within 2 working days from desired inspection date. | 50% surcharge of Inspection fee |
| Abortive Inspection Fee | Goods must be ready for inspection according to client's requirement (100% produced and at least 80% packed) upon Intertek's inspector(s) arrival, otherwise, the inspection will be aborted and the abortive inspection fee will be charged. | Manday rate x number of inspectors assigned + any expenses incurred |
| Extra Traveling Time Charge | If travel cannot be completed within the same day of service execution and if the distance from the nearest office is over 100 km, the traveling time (including the waiting time due to lack of transport resources) will be charged. | - up to 4 hours: 0.5 manday - more than 4 hours: 1.0 manday |
| Out of Pocket Expenses (OPE) | Other expenses include traveling, hotel expenses (if any), applicable value added or governmental taxes, visa administrative fee, etc. | Invoiced in accordance with travel cost matrix or pre-approved price agreement |
| Mailing Expenses | Documents, samples, materials, etc. sent to clients or between different offices at the request of the client. | Invoiced at cost plus 10% handling fee |
| Service Document Re-issuance Charge | Any changes other than Intertek own corrections required after the original document has been issued (report or certificate) | US 30 per copy |
| Payment Terms | Net 30 days from the end of the month during which the invoice is issued. If the service is invoiced to parties other than buyer/client (e.g. agent, supplier/ factory, etc.), full prepayment term will be applied. Any late payment shall incur, after a prior notice of Intertek, a penalty equal to the balance due at the rate of 1.5% per month from the invoice due date until payment receipt. Intertek reserves the right to suspend services and/or change payment terms to full pre-payment due to credit issue or other issues deemed appropriate | 1.5% per month from the invoice due date |
| Liability | The liability of Intertek 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 Intertek 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 Intertek which gives rise to such claims provided however that Intertek 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. | 10 times the inspection fee |
| General Conditions | All activities of Intertek Consumer Goods Division are governed by Intertek Terms and Conditions of Business which can be provided upon request. | Not Applicable |
| Confidentiality | All information and data received by Intertek while engaged in the activities will be treated as confidential pursuant to confidentiality agreement executed by the parties. | Not Applicable |

Remark:

For the avoidance of doubt, The Services are obtained by Intertek, resultant from The Customer's ordering Intertek to perform and do not relieve The Supplier of its obligations to ensure that The Products and business practices comply with the contractual specification and all applicable laws, regulations, standards and codes of practice as defined in the scope of service offered by Intertek or contractual obligations defined by The Customer.

INTERTEK TESTING SERVICES (THAILAND) LIMITED
TERMS AND CONDITIONS OF BUSINESS for
INSPECTION AND AUDIT SERVICE OF CONSUMER GOODS

1. Inspection and Audit Services of Consumer Goods of Intertek Testing Services (hereinafter "IAS") agrees to provide its services in accordance with and subject to the terms and conditions herein contained (hereinafter "the Ts&Cs").
2. Unless otherwise specifically agreed in writing by the Vice President of Inspection and IAS, all work, goods and services provided by, and all obligations of, (collectively the "Services") IAS are undertaken, accordingly all offers or tenders of Services are given, and the charges for Services are made, upon the following Ts&Cs.
3. The IAS acts for the person or body from whom the request to provide its services has originated and warrants exclusively to this person or entity ordering and/or paying for Services (hereinafter "the Customer") that its Services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like Services under similar circumstances. In the event of a breach of this warranty, IAS will, at its own expense, perform Services of the type originally performed as may be reasonably required to correct such defects. This warranty shall become null and void in the event Customer's account becomes delinquent. All invoices are due and payable in accordance with the attached payment terms, and the Customer's account becomes delinquent if payment is made in breach of these Ts&Cs. No party is entitled to give instructions, particularly on the scope of audit or delivery of reports and/or certificates, unless so authorized by the Customer and agreed by IAS.
4. The Ts&Cs may only be modified by a variation expressed in writing and signed on behalf of the IAS by the Vice President of Inspection and Auditing stream and no other action on the part of the IAS or its employees or agents shall be construed as an acceptance of any other terms and conditions.
5. All resulting contracts, agreements or other arrangements will in all aspects be governed by these Ts&Cs, except only to the extent that the law of the place where such arrangements or contracts are made or carried out shall preclude any of the Ts&Cs, and in such cases such local law shall prevail wherever, but only to the extent that, it is at variance with these Ts&Cs.
6. The scope of business of audit findings is on the premise of crosschecking data gathered from visual observation, worker interviews, management interviews and documentation review.
7. The Services performed by IAS for the Customer and the memoranda, laboratory data, calculations, measurements, estimates, notes and other documents prepared by IAS in the course of providing Services to the Customer, together with status summaries, or any other electronic or written communications describing the results of any Services, or element thereof, (hereinafter referred to as "Deliverables") are not intended by the IAS to be for the benefit of any person or entity other than the Customer except as instructed or directed otherwise by the Customer wherein the IAS will however be deemed irrevocably authorized to deliver at its discretion the Deliverables to a third party if following instructions by the Customer a promise in this sense had been given to this third party or such a promise implicitly follows from circumstances, trade custom, usage or practice. Reports are based, and the work conducted, under the Customer's specific instructions, and there may be other relevant information not requested nor reported. The Customer acknowledges that the IAS does not, either by entering into a contract or by performing work or Services, assume, abridge, abrogate or undertake to discharge any duty of the Customer to any other person. The Customer shall not reproduce or make copies, publish or disclose the contents of any such material or extracts thereof to any third party without the IAS's prior written consent, which may be refused at its discretion. Only the Customer is authorized to copy or utilize the Deliverables and then only in their entirety, and the Customer shall not use the Deliverables in a misleading manner. The IAS retains any and all rights of ownership of its concepts, ideas, inventions, patents or copyrights used by it in preparing its Deliverables and the provision of Services to the Customer. Customer further agrees and understands that Customers' reliance upon the Deliverables is limited to the representations made therein and that any use of the Intertek name or one of its marks for any reason must first be approved in writing by the Head of IAS (ie Vice President of Inspection and Auditing Stream).
8. All rights (including but not limited to copyright and trademark) in any reports, surveys, certificates of audit or other material produced by the IAS in the course of providing its services shall remain vested in the IAS. The Customer shall not reproduce or make copies, publish or disclose the contents of any such material or extracts thereof to any third party without the IAS's prior written consent, which may be refused at its discretion. The IAS 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 IAS's activities.
9. Subject to the Customer's instructions as accepted by IAS, the Deliverables or other material produced and issued by IAS shall contain statements of opinion made with due care within the limitation of the instructions received by IAS. IAS is under no obligation to refer to the Deliverables upon any facts or circumstances which are outside the specific instructions received. The Deliverables issued following auditing or analysis of samples contain Intertek's specific opinion on those samples only but do not express any opinion upon the bulk from which the samples were drawn.
10. Customer represents and warrants that it has the power and authority to enter into agreements and procure services for itself and all other parties paying for the Services provided by the IAS, and Customer shall cause all such other parties to acknowledge and agree to these Ts&Cs.

11. Customer's exclusive remedy for IAS's breach of its obligations and the total liability of IAS for any loss or damage claimed, either directly or indirectly, in contract, tort, or otherwise, including, but not limited to, breach of contract, breach of warranty, negligence, gross negligence, strict liability, and negligent and misrepresentation, in connection with the provision of the Services shall be ten (10) times the fee paid or payable singularly and specifically for the segment or item of Services giving rise to the stated loss or damages, provided however that there shall be no liability whatsoever in respect of any claims for indirect, incidental, punitive, special damages, or consequential loss including loss of profit and/or loss of future business and/or loss of production and/or cancellation of contracts and/or product recall.

12. The Customer shall guarantee, hold harmless and indemnify IAS and its officers, employees, agents or subcontractors against all claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising in relation to the performance, purported performance or nonperformance of any Services to the extent that the aggregate of any such claims relating to any one service exceed the above identified limit of liability.

13. IAS shall be discharged from all liability to the Customer for all claims for loss, damage or expense unless a claim is made within six (6) months from the date at which the damage, defect or alleged non-performance became apparent to the Customer, and the process of law served or lawsuit filed, whichever occurs earlier, no later than twelve (12) months from the provision of services by Intertek.

14. IAS makes no other express warranties. IAS excludes and disclaims all implied warranties whether statutory, common law or otherwise, including but not limited to any warranty of fitness for a particular purpose, warranty of merchantability, warranty of workmanlike performance and warranty of results.

15. IAS reserves the right to assign the provision of the Services to one or more of its affiliates, contractors or subcontractors when IAS deems it necessary, and Customer consents to such assignment. All such assigned Services shall be governed by this Ts&Cs. Orders received by an officer or employee of IAS for assignments outside Thailand will be forwarded on behalf of the Customer to the appropriate foreign based associated Intertek company or correspondent who will be solely and fully responsible for all matters in connection with the order received, including directly acting for and reporting to the Customer. As a condition of IAS forwarding such assignment on the Customer's behalf, it is understood that Intertek Testing Services Thailand will bear no responsibility with regard to the Services rendered by the subsidiaries and/or associated companies of Intertek to whom the assignment is forwarded.

16. Customer shall defend, indemnify and hold harmless IAS from and against all claims, suits and liabilities (including but not limited to cost of litigation and attorneys fees) arising from or related to, directly or indirectly, actions (a) by any governmental authority or others for any actual or asserted failure of the Customer to comply with any law, ordinance, regulation, rule or order of any governmental or judicial body or (b) for personal injuries, loss of or damage to property, economic loss, and loss of or damage to intellectual property incurred by or occurring to any person or entity and arising in connection with or related to the work or Services performed or obligations assumed by

IAS, its officers, employees, agents, representatives, contractors and subcontractors. This indemnity shall apply even if the claims, suits and liabilities arise or are alleged to arise from the negligence, breach of contract or other legal fault of IAS, its officers, employees, agents, representatives, contractors and subcontractors.

17. Customer represents that the information supplied by it or its agents to IAS is accurate and complete, and Customer has informed IAS concerning any dangerous or potentially dangerous characteristics which could cause injury during the performance of the Services and Customer also acknowledges that IAS is relying upon such information without further verification by Intertek as to its accuracy or completeness. The Customer agrees to hold IAS harmless and indemnify IAS from any damages or liability of whatever kind or nature, including but not limited to court costs and reasonable attorneys fees due to information provided by the Customer being inaccurate or incomplete.

18. Waiver of Confidentiality - Should Customer use an Intertek Report, in whole or in part, in such a manner as to involve Intertek in legal controversy or to adversely affect Intertek's reputation it shall be Intertek's right and discretion, with no further obligation upon notice to the Customer, to utilize any and all Customer information, including, but not limited to, data, records, instructions, notations, samples or documents within Intertek's custody and control which relate to the customer for the purpose of offering any necessary defence or rebuttal to such circumstances. Any preliminary or partial Report submitted to Customer shall be at the Customer's sole risk, and Intertek shall bear no responsibility for any deviation between information in such Report and the information in the final written Report signed by an authorized Intertek representative.

19. IAS 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.

20. Deliverables issued following inspection or analysis of samples contain the IAS'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 IAS for the inspection and sampling of the bulk. In no circumstances shall IAS's responsibility extend beyond inspection, reporting upon the samples actually drawn from the bulk and inspected and surveyed by IAS and any inference to be drawn from the results of such inspection or survey shall be entirely in the discretion and at the sole and exclusive responsibility of the Customer.

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

22. The Customer will:

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

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

22.3 procure all necessary access for IAS's representatives to enable the required services to be performed effectively;

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

22.5 Ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of the required services; inform IAS in advance of any known hazards or dangers, actual or potential, associated with any request for the provision of services by IAS including but not limited to the presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;

23. The Customer will punctually pay IAS subject to the annexed payment terms upon presentation of the relevant invoice or within such other period as may have been agreed in writing by IAS all charges rendered by IAS failing which interest will become due at the rate of 2 per cent per month from the date of invoice until payment. The Customer further agrees and undertakes to reimburse IAS all disbursements reasonably incurred in connection with the provision of its services.

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

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

26. All contracts for provision of services by IAS and the Ts&Cs shall be construed in accordance with and governed by the laws of Thailand and for the purpose of any arbitral or litigation proceedings such contracts shall be deemed to have been made and performed in Thailand. If any provision contained in the Conditions is and/or becomes invalid, illegal or unenforceable in any respect under the laws of Thailand, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

27. Any dispute or claim arising out of or relating to the provision of, or any agreement to provide, services by IAS shall be referred to and determined by arbitration subject to the IAS's sole and overriding discretion to commence litigation proceedings in the courts of the Thailand or the courts of any other country as IAS may choose. The parties may agree to the appointment of an arbitrator failing which either party may, after having made a written request to concur in the appointment of an arbitrator, request the Thailand court to appoint an arbitrator. The place of arbitration shall be in Thailand. There shall only be one arbitrator. The language to be used in the arbitral proceedings shall be English.