

## Test Requisition Form (Chemical Division)

Applicant Name: _____ Address: _____ Contact Person: _____ Cell : _____ Fax _____ E-mail: _____ Telephone: _____	<b>Official Use Only</b>  Job. No. _____			
Invoice To _____ Address: _____ Contact Person: _____ Telephone: _____ Fax: _____ E-mail: _____				
Sample Description :  No. of Sample : _____ Fiber Content : _____ Color: _____ Order No : _____ Buyer's Name : _____ Style No: _____ Buying Agent : _____ End use : _____ Contact Person: _____ Season : _____ E-mail ID : _____ Age Group: _____  Manufacturer's Name : _____				
Goods to be exported to : <input type="checkbox"/> UK <input type="checkbox"/> USA <input type="checkbox"/> Other's (please specify) _____				
<b>Test(s) Required</b> <table style="width:100%; border: none;"> <tr> <td style="width:33%; vertical-align: top;"> <input type="checkbox"/> AZO Dyes (Composite/Individual)  <input type="checkbox"/> P-AAB  <input type="checkbox"/> PHENOL (PCP, TeCP, OPP)  <input type="checkbox"/> PHTHALATES  <input type="checkbox"/> ORGANOTIN (TBT/DBT/Others: _____)  <input type="checkbox"/> APEOs (NPEO/OPEO/NP/OP)  <input type="checkbox"/> FORMALDEHYDE                ISO 14184 PART 1 OR 2                JIS / AATCC 112 / Spot Check  <input type="checkbox"/> PVC IDENTIFICATION  <input type="checkbox"/> POLYCHLORINATED BIPHENYLS (PCBs)  <input type="checkbox"/> PESTICIDE CONTENT  <input type="checkbox"/> pH (ISO 3071/AATCC 81/others)  <input type="checkbox"/> DISPERS DYES (10/22/dyes)  <input type="checkbox"/> ALLERGENIC &amp; CARCINOGENIC DYES  <input type="checkbox"/> CHROMIUM VI IN LEATER         </td> <td style="width:33%; vertical-align: top;"> <input type="checkbox"/> NICKEL RELEASE                (EN 1811/EN 12472)  <input type="checkbox"/> TOTAL LEAD CONTENT                CPSC 1303/ASTM F963/Others____  <input type="checkbox"/> TOTAL LEAD CONTENT IN SUBSTRATE  <input type="checkbox"/> TOTAL CADMIUM  <input type="checkbox"/> HEAVY METALS CONTENT                EN 71 PART 3/ISO 105 E04 /                ASTM F 963 96a/Others _____  <input type="checkbox"/> TOXICS IN PACKAGING MATERIAL                (DIN 53314)  <b>CPSIA TESTS</b>  <input type="checkbox"/> LEAD IN SUBSTRATE  <input type="checkbox"/> LEAD IN SURFACE COATING  <input type="checkbox"/> LEAD / HEAVY METALS (ASTM F 963)  <input type="checkbox"/> PHTHALATES         </td> <td style="width:33%; vertical-align: top;">           Others: _____            _____            _____            _____            _____            _____            Test method to be followed:  <input type="checkbox"/> EN  <input type="checkbox"/> AATCC/ASTM  <input type="checkbox"/> ISO  <input type="checkbox"/> BS  <input type="checkbox"/> Other's (to be specified) _____         </td> </tr> </table>		<input type="checkbox"/> AZO Dyes (Composite/Individual) <input type="checkbox"/> P-AAB <input type="checkbox"/> PHENOL (PCP, TeCP, OPP) <input type="checkbox"/> PHTHALATES <input type="checkbox"/> ORGANOTIN (TBT/DBT/Others: _____) <input type="checkbox"/> APEOs (NPEO/OPEO/NP/OP) <input type="checkbox"/> FORMALDEHYDE ISO 14184 PART 1 OR 2 JIS / AATCC 112 / Spot Check <input type="checkbox"/> PVC IDENTIFICATION <input type="checkbox"/> POLYCHLORINATED BIPHENYLS (PCBs) <input type="checkbox"/> PESTICIDE CONTENT <input type="checkbox"/> pH (ISO 3071/AATCC 81/others) <input type="checkbox"/> DISPERS DYES (10/22/dyes) <input type="checkbox"/> ALLERGENIC & CARCINOGENIC DYES <input type="checkbox"/> CHROMIUM VI IN LEATER	<input type="checkbox"/> NICKEL RELEASE (EN 1811/EN 12472) <input type="checkbox"/> TOTAL LEAD CONTENT CPSC 1303/ASTM F963/Others____ <input type="checkbox"/> TOTAL LEAD CONTENT IN SUBSTRATE <input type="checkbox"/> TOTAL CADMIUM <input type="checkbox"/> HEAVY METALS CONTENT EN 71 PART 3/ISO 105 E04 / ASTM F 963 96a/Others _____ <input type="checkbox"/> TOXICS IN PACKAGING MATERIAL (DIN 53314) <b>CPSIA TESTS</b> <input type="checkbox"/> LEAD IN SUBSTRATE <input type="checkbox"/> LEAD IN SURFACE COATING <input type="checkbox"/> LEAD / HEAVY METALS (ASTM F 963) <input type="checkbox"/> PHTHALATES	Others: _____ _____ _____ _____ _____ _____ Test method to be followed: <input type="checkbox"/> EN <input type="checkbox"/> AATCC/ASTM <input type="checkbox"/> ISO <input type="checkbox"/> BS <input type="checkbox"/> Other's (to be specified) _____
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Service Required #: # <input type="checkbox"/> Regular (4-5 Working Days) <input type="checkbox"/> Express *(3 Working Days) <input type="checkbox"/> Shuttle *(2 Working Days)				
Comment: <input type="checkbox"/> Yes <input type="checkbox"/> No Is it Re-test <input type="checkbox"/> Yes <input type="checkbox"/> No Return Remained Sample: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please mention previous report number _____				
<i>We request for the above tests and agree that all testing will be carried out subject to ITS Labtest Bangladesh Ltd. scale of charges as set forth in their prevalent price list of which we have seen a copy and upon and subject to the terms and conditions set out hereon and overleaf.</i> <div style="text-align: center;"> <b>Authorized Signature</b>  <b>and Company Chop</b>  <small>(P.T.O. for terms and conditions)</small> </div> Date _____				

**Notes:**

1. Client should retain the DUPLICATE for own reference and present the same for collection of test report in our office
  2. No comment may be given for some of the test items if related standard or specification is not available
  3. Pick-up and delivery Fax No : = 88 02 9125866
  4. For Nickel release and subcontracting tests, extra testing turnaround time is require.
- \* Applicable for specific tests only. Please contact with the lab for details.

**ITS Labtest Bangladesh Ltd.**

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 E-mail: [labtest.bangladesh@intertek.com](mailto:labtest.bangladesh@intertek.com)  
 Web: [www.intertek.com](http://www.intertek.com)

# ITS Labtest Bangladesh Limited

## TERMS AND CONDITIONS OF BUSINESS

1. Unless otherwise specifically agreed in writing by the Designated Intertek Officer, authorized by Country / Business Head of ITS Labtest Bangladesh Ltd., all work, goods and services provided by, and all obligations of, (collectively the "Services") ITS Labtest Bangladesh Ltd. and its parents, subsidiaries, affiliated and related companies and other business entities, agents, representatives, contractors and subcontractors (all such persons and entities being collectively referred to as "Intertek") are undertaken, accordingly all offers or tenders of Services are given, and the charges for Services are made, upon the following terms and conditions. All resulting contracts, agreements or other arrangements will in all aspects be governed by this General Terms and Conditions, 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 such terms and conditions, and in such cases such local law shall prevail wherever, but only to the extent that, it is at variance with these terms and conditions.
2. Intertek warrants exclusively to the person or entity ordering and/or paying for Services (hereinafter referred to as "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, Intertek 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 payment terms stipulated in this General Terms and Conditions, and the Customer's account becomes delinquent if payment is made in breach of these payment terms. No party is entitled to give instructions, particularly on the scope of inspection or delivery of reports and/or certificates, unless so authorized by the Customer and agreed by Intertek.
3. The Services performed by Intertek for the Customer and the memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other documents prepared by Intertek 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 Intertek to be for the benefit of any person or entity other than the Customer except as instructed or directed otherwise by the Customer wherein Intertek 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. Deliverables 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 Intertek 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 Intertek's prior written consent, which may be refused at its discretion. Only the Customer is authorized to copy or utilize Intertek Deliverables and then only in their entirety, and the Customer shall not use the Deliverables in a misleading manner. Intertek retains any and all rights of ownership of Intertek's concepts, ideas, inventions, patents or copyrights used by Intertek in preparing Intertek's 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 Designated Intertek Officer authorized by Country / Business Head of ITS Labtest Bangladesh Ltd.
4. Subject to the Customer's instructions as accepted by Intertek, the Deliverables, surveys, or other material produced and issued by Intertek shall contain statements of opinion made with due care within the limitation of the instructions received by Intertek. Intertek 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 testing 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.
5. Customer represents and warrants that it has the power and authority to enter into agreements, contracts and procure services for itself and all other parties paying for the Services provided by Intertek, and Customer shall cause all such other parties to acknowledge and agree to this General Terms and Conditions.
6. Customer's exclusive remedy for Intertek's breach of its obligations and the total liability of Intertek 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 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.
7. Customer shall guarantee, hold harmless and indemnify Intertek 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 non-performance 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.
8. Intertek 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.
9. Intertek makes no other express warranties. Intertek 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.
10. Intertek expressly disclaims liability as an insurer or guarantor, and disclaims all liability in any such capacity. Customers seeking insurance or a guarantee against loss or damage should obtain appropriate all risk insurance and agree to do so with waiver of subrogation against Intertek.
11. Intertek reserves the right to assign the provision of the Services to one or more of its affiliates, contractors or subcontractors when Intertek deems it necessary, and Customer consents to such assignment. All such assigned Services shall be governed by this General Terms and Conditions. Orders received by an officer or employee of Intertek for assignments outside Bangladesh 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 Customer. As a condition of Intertek forwarding such assignment on the Customer's behalf, it is understood that Intertek Bangladesh 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.
12. Customer shall defend, indemnify and hold harmless Intertek 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 Intertek, 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 Intertek, its officers, employees, agents, representatives, contractors and subcontractors.
13. Customer agrees to defend, indemnify, and hold Intertek harmless from any and all causes of action, lawsuits, proceedings, claims or allegations, (including but not limited to legal fees and any other expenses) arising as a result of the unauthorized use or misuse of Intertek Deliverables. 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 Intertek, its officers, employees, agents, representatives, contractors and subcontractors.
14. Customer represents that the information supplied by it or its agents to Intertek is accurate and complete, and Customer has informed Intertek concerning any dangerous or potentially dangerous characteristics which could cause injury during the performance of the Services and Customer also acknowledges that Intertek is relying upon such information without further verification by Intertek as to its accuracy or completeness. Customer agrees to hold Intertek harmless and indemnify Intertek 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 Customer being inaccurate or incomplete.
15. Customer is responsible for informing Intertek in advance of any applicable import/export restrictions that may apply to the product and/or Services to be provided, including instances where products, information or technology may be exported/ imported to/from a country that is restricted or banned from such transaction.
16. Except as provided by clause 5, or as disclosed and agreed in advance by the parties, Customer is procuring the Services of Intertek solely for its own account and not for any other person or entity, and Customer is not acting as an agent or broker or in any other representative capacity. Customer and Intertek agree that, except as expressly provided in these General Terms & Conditions, there are no third party beneficiaries to the contract between Customer and Intertek. Further, no third party may rely on any Intertek Deliverables, except with the express prior written consent of the Designated Intertek Officer.
17. Waiver of Confidentiality - Should Customer use an Intertek Deliverables, 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 defense or rebuttal to such circumstances. Any preliminary or partial Deliverables submitted to Customer shall be at the Customer's sole risk, and Intertek shall bear no responsibility for any deviation between information in such Deliverables and the information in the final written Deliverables signed by an authorized Intertek representative.
18. Intertek shall not in any event be liable to the Customer for any loss or damage or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform any of Intertek's obligations in relation to the Service or in compliance with the time estimate where the delay or failure is occasioned by any cause whatsoever that is beyond Intertek's reasonable control including but not limited to acts of God, war, civil disturbance, requisitioning, governmental or parliamentary restriction, prohibitions or enactment of any kind, import or export regulations, labour shortages, riots, strike or trade dispute (whether involving its own employees or those of any other person), difficulties in obtaining workmen or materials, breakdown of machinery, fire or accident, or any cause beyond the reasonable control of that party. Should any such event delays performance, the time allowed for such performance will be extended for the length of the force majeure event, provided however that party experiencing the force majeure event will exercise reasonable commercial steps to minimize the delay. Alternatively, Intertek may cancel or suspend any contract for the provision of Services without incurring any liability whatsoever.
19. If any term, condition or provision, or part thereof, is deemed unenforceable, then that term, condition or provision, or part thereof, shall stand void and all other terms, conditions or provisions shall have the same effect as if the voided term, condition or provision, or part thereof, had not existed.
20. Customer will punctually pay Intertek immediately upon presentation of the relevant invoice or within such other period as may have been agreed in writing by Intertek all charges rendered by Intertek. Should Customer fail to make timely payment, interest will become due at the rate of net two percent (2%) per month from the date of invoice until payment. Customer further agrees and undertakes to reimburse Intertek all disbursements reasonably incurred in connection with the provision of its Services. Customer shall not be entitled to retain or defer payment of any sums due to Intertek on account of any dispute, cross claim or set off which it may allege against Intertek. In the event of Intertek being prevented by reason of any cause whatsoever outside Intertek's control from performing or completing any service for which an order has been given or an agreement made, Customer will pay to Intertek the amount of all abortive expenditures actually made or incurred; and a proportion of the agreed service or agency fee or commission equal to the proportion (if any) of the service actually carried out as compared to the total of the services agreed to be performed; and Intertek shall be relieved of all responsibilities whatsoever for the partial or total non-performance of the required service.
21. The fees charged by Intertek constitute the fees for producing the Deliverables only and any additional work performed by Intertek will incur additional fees. If Intertek is required to assist in any matters of government regulation, litigation or dispute regarding any Services provided by Intertek, Customer agrees to pay additional fees to Intertek for such assistance.
22. All claims made against Intertek, either directly or indirectly, in contract, tort or otherwise, shall be governed by the law of People's Republic of Bangladesh, exclusive of rules for choice of applicable law. Any suit brought against Intertek shall be filed exclusively in court or judiciary authorities of People's Republic of Bangladesh.
23. Orders received by an officer or employee of Intertek for assignments outside Bangladesh will be forwarded on behalf of Customer to the appropriate foreign based subsidiaries and/or associated companies of Intertek or correspondent of Intertek who will be solely and fully responsible for all matters in connection with the order received, including directly acting for and reporting to Customer. As a condition of Intertek forwarding such assignment on Customer's behalf, it is understood that Intertek Bangladesh 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.
24. Intertek's acceptance of Customer's request for Services is limited to this General Terms and Conditions. Any terms proposed or submitted by Customer at any time, including, but not limited to, provisions or terms in Customer's purchase order, instruction, nomination or other document shall be deemed a material alteration hereof and shall be of no force or effect.