

TESTING APPLICATION FORM

Register No.	:			
Applicant/Company Name	:			
Address	:			
Contact Person	:		Telp :	
E-mail Address	:			
Buyer Name	:		Country :	
Sample Description	:			
		Sample Quantity :		
Other Details	:			
Product Type / End Use	:			
PO/Order No.	:		Country of Origin :	
Item/Style No.	:		Country of Destination :	
Service Required	:	<input type="checkbox"/> Regular <input type="checkbox"/> Express <input type="checkbox"/> Urgent		

Test(s) Required:

Sample Name/Type	Test Request	Methode	Remarks

Sample Return : <input type="checkbox"/> Yes <input type="checkbox"/> No	Report Recipient : <input type="checkbox"/> Applicant <input type="checkbox"/> Payer
Invoice Recipient : <input type="checkbox"/> Applicant <input type="checkbox"/> If other, please provide the following information:	
Payer's Name :	Contact Person :
E-mail Address :	Contact No. :
Billing Address: :	

THE ABOVE REQUESTED TESTS ARE SUBJECT TO THE TERMS & CONDITIONS SET FORTH BY THE RESPECTIVE PT. QUALIS INDONESIA LABS.

Authorized Signature / Company Stamp / Date:

Checked & Received by PT. QUALIS INDONESIA / Date & Time:

Terms and Conditions

TERMS & CONDITIONS GOVERNING PRODUCT TESTING SERVICES PROVIDED BY PT. QUALIS INDONESIA

1. Introduction

These Terms and Conditions are applicable to all Product Testing Services ("the Technical Services") provided by PT. QUALIS INDONESIA .

2. Request Procedure

2.1. Clients requesting for the Technical Services from PT. QUALIS INDONESIA shall submit to PT. QUALIS INDONESIA, a duly completed "Request for Technical Services" in the form as prescribed by PT. QUALIS INDONESIA before or at the time the Client's product / equipment is delivered PT. QUALIS INDONESIA. The Client shall be fully responsible for the delivery to PT. QUALIS INDONESIA of all products / equipment required for the Technical Services.

2.2. Any Request for Technical Services submitted by the Client is subject to the acceptance by PT. QUALIS INDONESIA. PT. QUALIS INDONESIA reserves the right to reject any Request of Technical Services without the need to give any reasons for the rejection. The submission by the Client of the Request for Technical Services and acceptance by PT. QUALIS INDONESIA shall constitute a binding agreement between the Client and PT. QUALIS INDONESIA and the terms and conditions set out herein shall apply accordingly.

2.3. A job number will be assigned by PT. QUALIS INDONESIA to each product / equipment when the Request for Technical Services is accepted. The job number shall be referred to in all subsequent communications.

3. Client's Undertakings

3.1. The Client shall supply the necessary accessories, information and / or documents, for the Technical Services including any foreign test reports, company test reports, product specifications, catalogues and instruction manuals. Until all necessary accessories, information or documents are supplied, PT. QUALIS INDONESIA will not commence the Technical Services.

3.2. PT. QUALIS INDONESIA, at its sole discretion, reserves the right not to undertake the Technical Services and terminate the agreement for the same in the event the Client fails to comply with the terms and conditions set out herein.

3.3. If the Client fails to supply the necessary accessories, information and / or documents upon notification by PT. QUALIS INDONESIA, a storage fee of \$10 to \$50 per day, depending on the type and nature of the product / equipment, will be charged within one week from the date of notification. In the event that the Client fails to provide the necessary accessories, information and / or documents within one month from the date of notification, the agreement for the Technical Services will be deemed terminated and PT. QUALIS INDONESIA will dispose of the product / equipment in accordance with the provisions of Clause 8.

3.4. The Client warrants that all information and / or documents supplied to PT. QUALIS INDONESIA is accurate and correct in all aspect and shall indemnify PT. QUALIS INDONESIA for all loss and damages arising from the Technical Services herein caused by incorrect information and / or document supplied by the Client.

4. Services

4.1. The product / equipment submitted for the Technical services will be compatible with the Client's specifications. Upon receipt, the product / instrument will be inspected physically and if found below certain standards or faulty, the Client will be informed accordingly. The Client or his representative may be present at the time of inspection.

4.2. If defects necessitating repair are found after the Technical Services has begun, the Client will be informed accordingly and no further work will be carried out until the defects are rectified by the client. A fee will still be charged in accordance with the amount of work done by PT. QUALIS INDONESIA if the Client chooses to have the Technical Services terminated after the discovery of defects.

5. Reports

5.1. Results of the Technical Services in the form of a report will be issued within a reasonable time after the services has been completed or terminated.

5.2. Unless otherwise requested, a report shall contain only technical results. Analysis and interpretation of the results and professional opinion and recommendations will only be provided by PT. QUALIS INDONESIA upon the express request of the Client and on payment of additional fee by the Client.

5.3. The report issued in respect of the Technical Services is not a Certificate of Quality. It only applies to the sample of the specific product / equipment given at the time of its testing / certification / inspection. The results shall not be used to indicate or imply that they are applicable to other similar items. In addition, such results must not be used to indicate or imply that PT. QUALIS INDONESIA approves, recommends or endorses the manufacturer, supplier or user of such product / equipment, or that PT. QUALIS INDONESIA in any way gives guarantee or warranty in respect of the performance or capabilities of the product / equipment.

5.4. Additional copies of the report are available to the Client at an additional fee. No third party can obtain such report through PT. QUALIS INDONESIA unless with the written consent of the Client authorizing PT. QUALIS INDONESIA to release the report to the said third party.

5.5. The report shall not be reproduced wholly or in parts and no reference shall be made by the Client to PT. QUALIS INDONESIA or to the report or results furnished by PT. QUALIS INDONESIA in any advertising or sales promotion.

5.6. PT. QUALIS INDONESIA may at its sole discretion add or amend the conditions of this clause at the time of issue of the report and such additions or amendments shall be binding on the Client.

5.7. All copyright in the report shall remain with PT. QUALIS INDONESIA and Client shall upon payment of PT. QUALIS INDONESIA's fees for carrying out of the Technical Services, be granted a license to use or publish the report to third parties subject to the terms and conditions herein, provided always that PT. QUALIS INDONESIA may at its absolute discretion be entitled to impose further conditions on such license as it sees fit.

5.8. The report issued in respect of the Technical Services does not indicate or imply in any way that the product / equipment tested would be approved for use in any country. The Client is advised to seek approval from the relevant authorities before supplying or advertising for supply of the product / equipment in INDONESIA and where applicable, apply for registration of the product / equipment with the relevant authority.

6. Fees

6.1. Fees are charged for all Technical Services performed. An estimate of the fees involved will be supplied on request before the commencement of work.

6.2. When a Client decides to withdraw his product / equipment from the Technical Services, he may only do so by giving a notice in writing to PT. QUALIS INDONESIA within three working days after his submission of the request for technical services. The Client will be charged for all Technical Services performed prior to such withdrawal. If PT. QUALIS INDONESIA does not receive any written notice of such withdrawal within this period, the full fee for the Technical Services will be charged.

6.3. Companies who are not given any credit terms by PT. QUALIS INDONESIA have to pay in advance.

6.4. For companies who are given credit terms by PT. QUALIS INDONESIA, an invoice will be issued when a job is completed and the fees shall be remitted to PT. QUALIS INDONESIA within thirty days of presentation of the invoice or upon return of the product / equipment to the Client, whichever is earlier, failing which, interest at a rate of 1% per month shall be imposed. A copy of the invoice shall be forwarded with the remittance of the fees and an official receipt will subsequently be issued by PT. QUALIS INDONESIA.

7. Taxes

The Client agrees to indemnify and pay PT. QUALIS INDONESIA for all taxes, levies and duties including, but not limited to, goods and services tax or withholding tax which PT. QUALIS INDONESIA may be liable to pay as a result of providing the services to the Client herein.

8. Collection of Tested Product

8.1. Upon completion of the Technical Services, the Client undertakes to collect all products / equipment within four weeks from the date of PT. QUALIS INDONESIA's report. If the Client fails to collect the product / equipment within the stipulated time, PT. QUALIS INDONESIA shall send a written reminder to the Client giving the Client an additional seven days to collect the tested product. If the Client shall fails to collect the product / equipment, PT. QUALIS INDONESIA shall proceed to dispose the product / equipment in any manner it deems fit without further notice to the Client and charge the Client a disposal fee of \$50 to \$200 depending on the type and nature of the product / equipment.

8.2. Subject to PT. QUALIS INDONESIA's acceptance, the Client may request PT. QUALIS INDONESIA for the product / equipment to be delivered to the Client's premises in INDONESIA for an additional fee.

8.3. For Clients who are not in Indonesia, if delivery of the product / equipment is requested by the Client, PT. QUALIS INDONESIA may, arrange with a carrier of its own choice (unless specified otherwise by the Client) for the delivery of the product / equipment. The delivery of the product / equipment shall be at the Client's cost and risk.

8.4. The Client shall not in any circumstances use the product / equipment submitted for the Technical Services or any parts or components thereof for any purpose whatsoever. PT. QUALIS INDONESIA shall not be responsible to the Client or any third party for any loss or damage whether direct of consequential arising from the use of the product / equipment which has been submitted for the Technical Services or part or component thereof by the Client.

9. PT. QUALIS INDONESIA's Liability

9.1. PT. QUALIS INDONESIA shall not under any circumstances be responsible for any loss or damage to the product / equipment during transit or while in the custody of PT. QUALIS INDONESIA. All reasonable care will be taken where the product / equipment is in PT. QUALIS INDONESIA's custody, but insurance against accidental loss or damage, either in transit or at PT. QUALIS INDONESIA shall be arranged by the Client.

9.2. PT. QUALIS INDONESIA warrants that it will exercise reasonable care and diligence in performing the service herein and except as provided herein, all other warranties, whether expressed or implied, are hereby expressly excluded.

9.3. Subject to the provisions herein, PT. QUALIS INDONESIA shall under no circumstances be liable to the Client or its agents, servants or representatives, for any direct or indirect loss or damage suffered by the Client, its agents, servants or representative however arising in connection with the services provided by PT. QUALIS INDONESIA herein. In the event that PT. QUALIS INDONESIA is found liable to the Clients, its agents, servants or representatives by operation of law, the maximum amount of PT. QUALIS INDONESIA's liability shall not exceed the amount of fees paid by the Client to PT. QUALIS INDONESIA in respect of the Technical Services.

10. Lien

In addition to any right of lien to which PT. QUALIS INDONESIA may be entitled by law, PT. QUALIS INDONESIA shall be entitled to a general lien on all product / equipment of the Client submitted for the Technical Services.

11. Indemnity

The Client shall indemnify PT. QUALIS INDONESIA fully against all loss or damages suffered and cost and expenses incurred by PT. QUALIS INDONESIA and all claims by any third parties as a result of any breach of the terms and conditions herein by the Client including but not limited to the improper use of the test reports and / or for any promotional or advertising activities in breach of the terms and conditions herein, and / or supply of inaccurate information and / or documents to PT. QUALIS INDONESIA or any claim by third party for infringement or intellectual property rights and / or for discovery of information and / or for delivery of documents or products / equipment.

12. Court Appearance

In the event any of the employees of PT. QUALIS INDONESIA is requested by the Client or summoned by the court upon application by the Client or any other parties for his attendance in court as an expert witness on the subject of the Technical Services provided, the Client agrees and shall pay PT. QUALIS INDONESIA for such attendance in court based on PT. QUALIS INDONESIA's prevailing rates for court attendance. PT. QUALIS INDONESIA may at its sole discretion revise its rates for court attendance from time to time.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of INDONESIA and the Client agrees to submit to the non-exclusive jurisdiction of the Indonesia Courts.