

## General Testing Requisition Form 測試申請表

Applicant's Company Name 公司名稱: \_\_\_\_\_

Address 地址: \_\_\_\_\_

Contact Person 聯絡人: \_\_\_\_\_

電話: \_\_\_\_\_

(Ext 內線: \_\_\_\_\_)

Email 電郵: \_\_\_\_\_

Fax 傳真: \_\_\_\_\_

Invoice to (if different from the above)

發票寄收 (如與上述地址不同): \_\_\_\_\_

Sample Description (Name; Manufacturer/Supplier; Country of origin etc) 樣品敘述(例如名稱;製造/供應商;產地)

Quantity 數量: \_\_\_\_\_

Sampling Date & Time. 收樣品日期及時間: \_\_\_\_\_ / \_\_\_\_\_

Reference No. 參考號碼: \_\_\_\_\_

Supplementary Sheet. 補充資料: No 否/Yes 有: \_\_\_\_\_ Page 頁

*If various samples status is different, please specify or state in supplementary sheet. 如果多項樣本儲存狀況不一, 請外加說明或提供補充資料*

Sample Original Storage Condition 樣品原有儲存狀況:  Frozen 急凍 ( $\leq -15^{\circ}\text{C}$ )  Chilled 冷藏 ( $1 - 5^{\circ}\text{C}$ )

Ambient 常溫 ( $18 - 27^{\circ}\text{C}$ )  Other 其他 \_\_\_\_\_

Sampling Condition 收樣狀況:  Original pack 原裝  Sterile container 無菌容器  Other 其他 \_\_\_\_\_

Sample has been treated with germicide 樣品已經用殺菌劑處理:  No 否  Yes 有: \_\_\_\_\_

Sample has a past history of contamination 樣品有受污染紀錄:  No 否  Yes 有: \_\_\_\_\_

Test(s) Required 所需測試服務:  Microbiological 微生物/  Chemical 化學/  Physical 物理/  Other 其他

\* Please indicate test method, if necessary/Refer to Quotation no. :

\* 如適用, 請提供要求測試方法 / 參考報價號 : \_\_\_\_\_

Service Required 所需服務 :  Regular 標準  Others, please specify 其它, 請明確說明 \_\_\_\_\_

Return Sample 剩餘樣品送回 :  Yes 是  No 否 Report Delivery Service 報告送遞服務:  Yes 是  No 否

Re-test Sample 再次測試樣品 :  Yes 是  No 否 If Yes, please specify report no. 是, 請說明報告編號 \_\_\_\_\_

Conclusion Required (if appropriate)要求結論部份(如適用):  Yes 是  No 否

**Authorized Signature and Company Chop**

簽署及公司蓋印:

**Date 日期:**

(See general conditions of service printed overleaf 請參閱背頁條款)

**Official Use Only 供本公司用**

Date Received: \_\_\_\_\_ No. of sample: \_\_\_\_\_

Sample condition on arrival:

Committed :  Yes  No, please specify : \_\_\_\_\_

Delivery Temp: \_\_\_\_\_  $^{\circ}\text{C}$

Lab receiving Time: \_\_\_\_\_

Test Starting Time: \_\_\_\_\_

Reviewed by : \_\_\_\_\_ Date : \_\_\_\_\_

\*please tick the item which is appropriate 請在適用項目加

### **General Conditions for Testing Services**

**Agreement** made **BETWEEN** Foodscan Analytics Ltd, (hereafter called the Laboratory) of one part **and** the Client (hereafter called the Client) whereas the Laboratory has agreed to test the sample for the Client on the terms and conditions hereinafter set forth.

1. The Laboratory will provide services in accordance with the Client's specific instructions as confirmed by the Laboratory;
2. In the event that any unforeseen problem or expenditure arises in the course of carrying out any of the services the Laboratory shall be entitled to an additional charge to cover additional time and cost necessarily incurred to complete the services;
3. Regular services will start to count working days after receipt of formal acknowledged test request and samples, subject to the tests required; The estimated report time will be indicated in quotation.
4. If the Laboratory is unable to perform all or part of the services because of lack of access or availability of samples or undue postponement or delay, the Laboratory shall be entitled to a delay charge and to reimbursement of any non refundable expense incurred by the Laboratory;
5. The Laboratory may delegate the performance of the whole or any part of the services contracted for with the client to any agent or subcontractor;
6. The Laboratory shall be allowed to disclose the testing related documents to i) any recognition bodies for audit or other related purpose / ii) related government department under the request by the Hong Kong's law / iii) any third party with the agreement of the client .
7. The Laboratory undertakes to exercise due care and skill in the performance of the services and accepts responsibility only in cases of proven negligence. The liability of the Laboratory in respect of any claim of loss, damage or expense of whatsoever nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 3 times the amount of the fee payable in respect of the specific service required which gives rise to such claim, provided, however, that the Laboratory shall have no liability for any indirect, special or consequential loss (including loss of profits);
8. The Laboratory is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.

### **Issue, Use and Validity of Test Reports**

1. The report and its results should be regarded as a private and confidential document, which will not be used for any purpose in connection with advertising. The name of Foodscan Analytics Ltd may not be used or mentioned in any product packages or promotional materials without the written consent of the Laboratory.
2. The report refers exclusively to the samples reported upon and not to the bulk from which they were sampled and is not an opinion upon such bulk unless otherwise stated.
3. The Laboratory shall not be called or be liable to be called to give evidence in a Court of Law by subpoena or otherwise without prior consent in writing. The Laboratory reserves absolutely the right to refuse to take part in an action at law;
4. All tests and examinations are undertaken and carried out upon the condition that the report, test certificate, and / or opinion issued cannot form the basis or instrument for any legal liability against the Laboratory, its association, or employees arising from any default, error, negligence, misdescription or misjudgment whatsoever;
5. Every care is taken of samples submitted for testing, whilst in the Laboratory's possession, but no liability is accepted for loss or damage however caused, to goods and / or samples whilst in the possession or under the control by the Laboratory. Mutilation of samples submitted for test can rarely be avoided. The Laboratory returns, on request in writing, only what remains of the samples after testing. Samples, if retained by the Laboratory are normally destroyed after 7 working days after reporting, unless the Laboratory specifically instructed whatsoever;
6. Sample's quantity, which is in the Laboratory's opinion too small to enable adequate examination to be carried out, may be accepted for test but the report may be endorsed accordingly.

*Effective Date: 1<sup>st</sup> Apr 2021*

### **免責聲明**

本協議書由食品檢測有限公司（下簡稱本實驗室）及客戶共同達成。本實驗室願意在符合下列條件及情況下，為客戶提供產品樣本測試服務：

- 1) 本實驗室根據客戶提供的產品測試要求及經本實驗室確定後，提供產品測試服務。
- 2) 如在產品測試服務過程中，本實驗室遇到任何不能預料的問題或情況，而引致本實驗室需付上額外支出及時間以完成產品測試，本實驗室有權向客戶支取額外附加費。
- 3) 在一般情況下，測試項目會在收到樣本後才計算所需工作天數，唯實際所需工作時間會根據實際情況而相應調節。大約報告工作天數會顯示在報價中。
- 4) 假若由於缺乏產品樣本或任何原因引致本實驗室不能取得產品樣本，而令到本實驗室無法完成部份或全部的產品樣本測試項目，本實驗室有權追討任何引致測試延誤的費用及之前不能退回的支出或成本。
- 5) 本實驗室有權因應實際情況需要，將部份或全部的測試項目外判。
- 6) 本實驗室可將客戶資料及相關文件交予第三方，i) 在評核機構作評核用途 / ii) 應香港法律要求下交予政府相關部門 / iii) 在客戶同意下。
- 7) 本實驗室在產品測試服務中，將小心處理及應用合適技術。本實驗室只會在有實質證據證明本實驗室疏忽的情況下，承擔責任。唯本實驗室對任何客戶的要求賠償（包括遺失、損耗等）情況下，本實驗室只會賠償不高於是項測試費用的 3 倍上限。再者，本實驗室並不承擔任何客戶的間接、特別或將來可引致的損失（包括企業盈利 / 損失在內）。
- 8) 本實驗室並不擔當承保及保證責任。客戶應尋求適當的保險保障。

### **樣本測試項目結果的發放、用途及有效條款**

- 1) 樣本測試的報告及結果應被視為私下機密資料，除非獲得本實驗室書面同意，客戶不得在任何情況下用作廣告宣傳用途，而客戶亦不可在缺乏本實驗室書面同意下，將食品檢測有限公司名稱用於產品包裝或宣傳品上。
- 2) 除非特別註明，測試報告只適用於客戶所提供的樣本，並不適用於提取樣本的全部產品上。
- 3) 本實驗室並無義務出席任何有關產品的法庭傳訊及作供。除非客戶之前獲得本實驗室書面同意，本實驗室絕對有權拒絕參與法庭事務。
- 4) 測試結果根據報告上所述的情況下進行，其測試報告、意見並不能作為證據或工具用以指控由於本實驗室職員 / 相關機構所做成的不履行的契約、錯誤、疏忽、不合適描述及不恰當評估等。
- 5) 本實驗室將會小心處理客戶提供的樣本。在獲得樣本後，本實驗室將持有樣本擁有權，概不負責任何產品樣本遺失及損耗。交來之產品樣本應避免多方面來源。本實驗室只會在事先書面知會情況下，將樣本測試項目中用剩的樣本歸還予客戶，否則在一般情況下，在產品樣本測試在報告後 7 個工作天，樣本將被毀滅。
- 6) 假若本實驗室認為客戶提供的產品樣本數量過少，樣本測試仍可進行，但在樣本測試報告上，本實驗室會特別註明。

〔生效日期：2021 年 4 月 1 日〕

〔如在免責聲明中，中英文上有差異，應以英文為準。〕