广东省标检产品检测认证有限公司 STC (Guangdong) Company Limited
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Agreement 服务合同
Medical Devices Testing 医疗器械测试

GDMD/888/01 Rev10

(The final test items are subject to this service contract, please fill in carefully. 最终测试项目以此服务合同为准，请仔细填写)
Note: Please provide information in both Chinese and English if bilingual reports are needed. 注：若需中英文报告，请提供中英文表述。

For Office Use 本公司填写			
Application No. 申请号	见下一页试验任务信息	Customer No. 顾客号	见 CRM
Received 接收日期		Committed 完成日期	
Reviewed by 复核者		Date 日期	

Contacts Information 联系人信息			
Contact Person 联系人		E-mail 电邮	
Tel 电话		Fax 传真	

Applicant Information 委托信息		
	Chinese 中文	English 英文
Applicant 申请商*		
Applicant Address 申请商地址*		
Manufacturer 生产商*		
Manufacturer Address 生产地址*		

Type of Report 对报告的要求*

☐ GLP Study (Generally Required for US FDA Approval) GLP 试验 (通常美国 FDA 注册需要)
☐ CNAS 试验 (CNAS Study) ☐ CMA 试验 (CMA Study) ☐ 研发试验 (Research Study)

Note: Surcharge Incurred for GLP Study.
注：如选择 GLP 将发生更多费用。

Language of Report 报告语种*

☐ Chinese 中文
☐ English 英文
☐ Both Chinese & English 中英文 (Surcharge RMB 500 per report 加收报告费人民币 500 元/份)
☐ Other 其它

Note: The default is to provide an electronic version of the formal report; paper report will incur an additional fee.
注：默认出电子版正本报告，纸质报告需要收取额外的费用。

Basic Information for the Test Sample 样品基本信息*

This part cannot be modified one week after receiving the test agreement. Please fill it in carefully.
本部分内容在收到测试服务合同一周之后将无法修改，请认真填写。

	Chinese 中文	English 英文	
Name 名称*			
Brand 商标			
Size 规格*			
Model 型号*			
Lot / Batch # 批号*			
CAS Code CAS 编码			
Initial State 原始状态*	Click and Select 点击选择	Click and Select 点击选择	
Color 颜色*			
Physical State 物理状态*	Click and Select 点击选择	Click and Select 点击选择	
Test Sample Material 样品材料*			
Quality Level 质量等级			
Feature 特性			
Manufacture Date 生产日期*			
Expiration Date 到期日期*			
Storage Condition 保存条件*	Click and Select 点击选择	Click and Select 点击选择	
Intended Clinical Use of Test Sample 样品预期临床用途*			
Sample Quantity 样品数量*			
Categorization by Nature of Body Contact 按人体接触性质分类*	Click and Select 点击选择	Categorization by Duration of Contact 按接触时间分类*	Click and Select 点击选择

Sample Preparation Instructions 试验样品的制备

The test sample is not sterilized; sterilization / disinfection is entrusted to STC. 样品未灭菌，委托 STC 灭菌、消毒。

Notes:

1. Additional fee may apply. 可能产生额外费用。

2. Ignore this part if the samples are supplied sterilized. 如送检样品已灭菌，可忽略此部分。

3. For cytotoxicity tests, if the samples are tested without sterilization, there are a risk of contamination that need to be borne. 针对细胞毒性试验，若产品未灭菌直接测试，需要承担存在污染的风险。

4. Be truthfully recorded in the report 如实记录在报告中

1. Sterilization Item Selection 灭菌项目选择	Click and Select 点击选择
2. Sterilization methods available for 现有可提供的灭菌方法	Click and Select 点击选择
3. Disinfection methods available for 现有可提供的消毒方法	Click and Select 点击选择

Notes:

1.The selected sterilization / disinfection method must not adversely affect the chemical or physical properties of the final product. 所选择的灭菌 / 消毒方式须不影响最终产品的化学或物理性质。

2.Disinfection methods do not fall under sterilization methods and are insufficient to achieve sterilization. 消毒方法不属于灭菌方法，不足以达到灭菌效果。

3.If the option you need is not listed above, please enter it directly. 如上述无你想选择的项目，可直接输入。

Specify the components or materials to be tested 指定检测部位或材料*

Notes:

1. If the report is required in Chinese and English, please provide a description in both English and Chinese. 若需中英文报告，请提供中英文描述。

2. Attachments can be provided if there are more parts. 若部件较多时可提供附件。

Absorption 吸液*

☐ No 否

☐ Yes 是 Absorbance volume 吸液量 (ml/g or ml/cm^2, the volume of extraction vehicle that each 1 g or 1,0 cm² of material absorbs. 每 1g 或 1 cm^2 材料吸收浸提介质的体积。)

Thickness 厚度*

☐ < 0.5 mm ☐ ≥ 0.5 mm ☐ Not Applicable. 不适用此项。

The sample can be cut or not 样品是否可被切割*	Can the test area / material be cut 测试部位或材料是否可被切割* *Note: This section may be omitted if the sample cannot be cut.* *注：如样品不可切割，可忽略此部分*
☐ Yes, if needed 可以，如果需要 ☐ No, do not cut 不可以 ☐ NA (Liquid, Gel, Powder) 不适用此项 (样品为液体、胶体、粉末)	☐ Yes, if needed 可以，如果需要 ☐ No, do not cut 不可以

Extraction Instructions 样品浸提要求*

(Ignore this part if the samples are not going to be extracted. 如送检样品无需浸提，可忽略此部分。)

Note: On the premise that the sample must not be cut and the whole sample is obtained, if the surface area or weight exceeds a certain amount, an additional extraction fee shall be charged. 注：在样品不可切割、整体取样的前提下，表面积或重量超过一定的量时，需要收取额外浸提费。

To be prepared by 根据什么制备浸提液:

☐ Surface area 表面积 ☐ Mass 重量 ☐ Fill to Capacity 内腔浸提

Surface area of single sample (testing part) 单个样品 (测试部位) 表面积 (不适用内腔浸提)	cm^2

Conventional extraction ratio 常规浸提比例:

☐ 6 **cm^2** / mL ☐ 3 **cm^2** / mL ☐ 1.25 **cm^2** / mL

☐ 0.2g / mL ☐ 0.1 g / mL

Conventional extraction condition 常规浸提条件

☐ (37±1)℃ for (72±2) h ☐ (50±2)℃ for (72±2) h ☐ (70±2)℃ for (24±2) h

☐ (121±2)℃ for (1±0.1) h ☐ Other 其它:

Cytotoxicity / In vitro mouse embryo assay extraction condition 细胞毒性 / 体外鼠胚试验浸提条件:

☐ (37±1)℃ for (24±2) h ☐ (37±1)℃ for (72±2) h ☐ Other 其它:

Other bio-compatibility test extraction condition 其它生物相容性试验浸提条件:

☐ (37±2)℃ for (15±1) min (PT 凝血酶原时间 / PTT 部分凝血活酶时间)
☐ Room temperature for 5 ~ 20 min (In vitro thrombus 体外血栓)
☐ (37±2)℃ for (60±5) (Complement activation 补体激活 / Platelet count and leukocyte count 血小板与白细胞计数)
☐ (37±1)℃ for (60±2) min（Bacterial endotoxin 细菌内毒素）
☐ Other 其它:

Special treatments before and after extraction (e.g., sample sealing, extract filtration, etc.), please specify.
浸提前后特殊处理（如样品封口、浸提液过滤等）请描述
Note: Be truthfully recorded in the report 如实记录在报告中

Test Request Information 试验任务信息

Testing Project-Related Remarks 测试项目相关备注:

Tests **试验**	**Test Methods** **试验方法**	**Standards** **参照标准**	**Application No.** **申请号**
Cytotoxicity 细胞毒	Click and Select 点击选择	Click and Select 点击选择	
	Applicant Notes 申请商备注:		
Irritation 刺激	Click and Select 点击选择	Click and Select 点击选择	
	Click and Select 点击选择		
	Applicant Notes 申请商备注:		
Sensitization 致敏	Click and Select 点击选择	Click and Select 点击选择	
	Applicant Notes 申请商备注:		
System Toxicity (Acute) 急性毒性	Click and Select 点击选择	Click and Select 点击选择	
	Applicant Notes 申请商备注:		
Pyrogenicity 热原	Click and Select 点击选择	Click and Select 点击选择	
	Applicant Notes 申请商备注:		
Bacterial Endotoxin 细菌内毒素	Click and Select 点击选择	Click and Select 点击选择	
	Sensitivity of the bacterial endotoxin test 细菌内毒素试验灵敏度: ☐ 0.25 EU/mL ☐ 0.03 EU/mL ☐ Other 其它:		
	Applicant Notes 申请商备注:		

<table>
<tr><th>Tests
试验</th><th>Test Methods
试验方法</th><th>Standards
参照标准</th><th>Application No.
申请号</th></tr>
<tr><td rowspan="2">Sub-Acute
亚急性毒性</td><td>Click and Select 点击选择</td><td>Click and Select 点击选择</td><td></td></tr>
<tr><td colspan="3">Applicant Notes 申请商备注:</td></tr>
<tr><td rowspan="2">Sub-Chronic
亚慢性毒性</td><td>Click and Select 点击选择</td><td>Click and Select 点击选择</td><td></td></tr>
<tr><td colspan="3">Applicant Notes 申请商备注:</td></tr>
<tr><td rowspan="3">Implantation
植入</td><td>Click and Select 点击选择</td><td>Click and Select 点击选择</td><td></td></tr>
<tr><td>Weeks (Required field) 周期 (必填):
Week(s)</td><td colspan="2">Whether to add a market control group 是否加设市售对照组:
☐ Yes 是 ☐ No 否</td></tr>
<tr><td colspan="3">Applicant Notes 申请商备注:</td></tr>
<tr><td rowspan="6">Genotoxicity
遗传毒性</td><td>Click and Select 点击选择</td><td rowspan="3">Click and Select 点击选择</td><td></td></tr>
<tr><td>Click and Select 点击选择</td><td></td></tr>
<tr><td>Click and Select 点击选择</td><td></td></tr>
<tr><td colspan="3">Notes:
1. If none of the above extraction media options meet your requirements, please select the last option and specify the desired extraction medium in the "Other Extractant(s)" field. 如选项中无您想选择的浸提介质时，请选择最后一项并在"其它浸提介质"处填写具体的浸提介质。
2. The default extraction temperature for Culture media with serum or Culture media without serum is 37°C. 当浸提介质为含血清培养基、无血清培养基浸提时的温度默认为 37 ℃</td></tr>
<tr><td colspan="3">☐ Other Extractant(s) 其它浸提介质: Polar 极性: Non-polar 非极性:
☐ No extraction, use directly 不浸提，直接使用。</td></tr>
<tr><td colspan="3">Applicant Notes 申请商备注:</td></tr>
<tr><td rowspan="9">Haemo-Compatibility
血液相容性</td><td>Click and Select 点击选择</td><td rowspan="7">Click and Select 点击选择</td><td></td></tr>
<tr><td>Click and Select 点击选择</td><td></td></tr>
<tr><td>Click and Select 点击选择</td><td></td></tr>
<tr><td>Click and Select 点击选择</td><td></td></tr>
<tr><td>Click and Select 点击选择</td><td></td></tr>
<tr><td>Click and Select 点击选择</td><td></td></tr>
<tr><td>Click and Select 点击选择</td><td></td></tr>
<tr><td colspan="3">Marketed Control 市售对照: ☐ Yes 有 ☐ No 无</td></tr>
<tr><td colspan="3">Applicant Notes 申请商备注:</td></tr>
<tr><td rowspan="2">Human Assisted Reproductive Technology
人类辅助生殖技术</td><td>Click and Select 点击选择</td><td>Click and Select 点击选择</td><td></td></tr>
<tr><td colspan="3">Applicant Notes 申请商备注:</td></tr>
<tr><td colspan="4">If the above options do not meet the requirements of your testing project, please specify your needs in the blank line below.
如上述的选项无法满足您的测试项目需求，可以在下列空白行填写。</td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
<tr><td colspan="4">Note: For Implantation, Haemo-compatibility test, if control samples are provided, please fill in Appendix 1 Market Control Sample Information.
注：植入，血液相容性项目如有提供市售对照样品，请填写附录 1 市售对照样品信息。</td></tr>
</table>

Appendix 1 Market Control Sample Information 附录 1 市售对照样品信息

Basic information for the market control sample 样品基本信息		
	Chinese 中文	English 英文
Market Control Name 市售对照名称		
Model 型号		
Lot No. 批号		
Manufacturing Factory 生产单位		
Registration Certificate Number (National Medical Devices Registration and Import Permission) 注册证编号		
Manufacture Date 生产日期*		
Expiration Date 到期日期*		
Storage Condition 保存条件*		

Market control sample preparation instructions 对照样品制备	
Surface Area-of-Single Sample (Testing-Part) 单个样品 (测试部位) 表面积： cm²	
Specify the components or materials to be tested. 指定检测部位或材料	Please provide relevant surface area or mass for each if there is more than one part or material and provide a schematic to point out different parts or materials with their sampling ratio: 当检测部位当检测部位多于一个部件或材料时，请提供每一个部件或材料的表面积(重量)。此外，请提供示意图，示意图应指明每个部件或材料的名称，并提供各部件的取样比例。取样比例:

Participate in testing components 参与测试部件		
Name 名称	Contact Between the Component and the Body 各组件与人体接触方式	Surface Area or Mass 重量或表面积

Service Required 服务要求*: ☐ Regular 正常 ☐ Priority (50% Surcharge) 加快 (加收 50%) ☐ Immediate (100% Surcharge) 特快 (加收 100%)

Sample pick-up time is not included 不包括收取样板时间

Sample to be returned 需否退还样品*:
☐ Yes, return unused samples only 仅退回未使用样品
☐ Return all samples including used samples 退回所有样品 (包括已使用样品)
☐ No 不需

*Service charge may be levied if reports and samples are to be returned by mail / courier. 如果报告和样品通过邮递 / 快递方式退回，则可能会收取服务费。

I, hereby, confirm my agreement to the Terms and Conditions contained in this form (also available at https://www.gdstc.group) as a condition for the contract with STC (Guangdong) Company Limited. Prior to this confirmation, I have been briefed with such Terms and Conditions to my understanding and was given opportunities to raise questions, if any. 本人在此确认同意以载于本表格内的条件与条款 (亦载于 https://www.gdstc.group) 作为与广东省标检产品检测认证有限公司的合同的条件。在此确认同意前，我曾获得此条件与条款的解说至明白，并获得提出问题 (如有) 的机会。

Authorized Signature and Company Chop of the Applicant
公司授权代表人签名及公司盖章: _____

(Requisition without authorized signature and company chop will not be accepted 无授权代表人签名及公司盖章的申请表将不会受理)

Printed Name
公司授权代表人姓名
(请以正楷填写): _____ Position 职位: _____ Date 日期: _____

测试的普通条款

广东省标检产品检测认证有限公司（以下简称"本公司"）替客户进行所需测试或检定时，当根据以下条款进行，惟本公司亦保留拒绝接受任何客户有关测试或检定的委托，并毋须给予任何理由：

1. 本公司只为给予本公司指示的某客户或机构（以下简称"该客户"）提供服务。除非获得该客户的授权，任何人士皆没有权利向本公司给予任何指示，尤其有关该测试的范围、报告及证书的送达方面。

2. 所有须接受测试或检定的物资、设备及其它财产皆须由该客户自资及根据本公司的规定送达至本公司。当有关的测试或检定完成后，该客户被本公司要求时，须自行提取有关物资或设备。无论在任何情况下若该客户未能于测试报告的签发日期起计的 30 日内提取有关物资或设备（若该物资属于易消耗性质，例如食物及水的样本，有关时限则为 7 日），本公司可以酌情弃置该物资或设备及毋须赔偿该客户。

3. 该客户在本公司提供服务前或正在服务时，须遵守以下条款：
   (a) 提供及时的指示和足够的资料，务求令本公司能提供有效的服务；
   (b) 在本公司的要求下，提供任何设备及人员，让本公司能有效地提供服务；
   (c) 采取所有必须的行动，以消除或补救任何会阻碍本公司提供服务的事物；
   (d) 预先通知本公司有关该样本或进行测试时据涉及的真确或潜在危险；
   (e) 为本公司的员工或代表提供所有必须的通行，令致本公司能有效地提供该客户所需的服务；
   (f) 在本公司提供该服务期间，确保在本公司提供服务的有关环境、地点及其装置的安全措施已经执行；
   (g) 无论本公司已否发出测试报告或证书，该客户须充分履行其与其它方所签订的合同（如销售合同）的责任，否则本公司毋须向该客户承担任何责任。

4. 在本公司接受该客户委托的前提下，本公司将会发出测试报告及证书，在该客户委托范围内呈报本公司的意见；惟本公司毋须在该客户的委托范围以外呈报任何事实。该客户须提交充足和准确的测试样本资料给本公司，否则本公司不会对证书和/ 或报告上的任何有关错误负上任何责任。

5. 本公司是被该客户不可撤换地授权以本公司的酌情方法送达测试报告或证书予该客户所指定的或由本公司根据实际情况、行业习惯、习性或是一般做法而决定的其它地方。

6. 本公司将以保密的方法处理及签发有关测试报告予客户。在未得本公司的同意下，该测试报告不得作全部或部分翻制，或作宣传或其它未经本公司许可的用途。当该客户从本公司收到有关测试报告后，可以展示或传送该测试报告或由本公司所制定该测试报告的核证版本予其顾客、供应商或其它直接有关人士。在不影响第 7 条款的前提下，除非被有关政府机构、法律或法庭命令所要求，本公司在未经客户的同意前，将不会与其它方就测试报告的内容进行任何讨论、书信的往来或透露。

7. 除非该客户在递交申请书时以书面反对，本公司将有权透露有关测试的文件及/ 或档案予任何第三者认证/ 认可机构作审核或其它相关用途。本公司无须因透露文件及/ 或档案的内容负上任何责任。

8. 在不影响第 7 条款的前提下，本公司承诺对在实验室活动中获得或产生的所有该客户信息承担管理责任：
   (a) 本公司会将其准备公开的信息事先通知该客户。除该客户公开的信息，或本公司与该客户有约定（例如：为回应投诉的目的，或第7条款所述的情况），其它所有信息都被视为专有信息，会予保密。
   (b) 当本公司依据法律要求或合同授权透露保密信息时，会将所提供的信息通知到相关该客户或个人，除非法律禁止。
   (c) 本公司从该客户以外渠道（如投诉人、监管机构）获取有关该客户的信息时，会在该客户和本公司间保密。除非信息的提供方同意，本公司会为信息提供方（来源）保密，且不会告知该客户。
   (d) 本公司人员，包括委员会委员、合同方、外部机构人员或代表本公司的个人，会对在实施实验室活动过程中获得或产生的所有信息保密，法律要求除外。

9. 假若该客户准备利用本公司所签发的测试报告在司法或仲裁程序上，该客户于呈交样本予本公司作测试前必须明确阐述此用途。

10. 除非本公司的确进行抽样测试及于有关测试报告内阐明此项事实，该测试报告只适用于已被测试的样本，而不适用于大量额度的有关货品。

11. 当该客户要求针对检测作出与规范或标准符合性的声明时（如通过/ 未通过，在允许限内/ 超出允许限），除非规范或标准本身已包含判定规则或该客户另有指定，本公司将采用 ILAC-G8 指导文件（及/或在电工类测试领域时的 IEC Guide 115）作为判定规则。采用 ILAC-G8 文件时，如果测量值加/减覆盖率概率为 95％的扩展不确定度时与判定限值重叠，则不能进行符合性声明。有关该文件的资料可以从本公司取得。

12. 任何记载该客户与其它方相互关系的文件（如销售合同、信用状、运载证明书），本公司一概视为纯粹资料，将不会影响本公司接受该客户所委托的服务范围或责任。

13. 假若该客户并未指定该测试所应用的测试方法或标准，本公司将会自行选择适当的方法或标准；有关该测试方法的资料可以从本公司取得。

14. 在本公司或其它进行测试的地方或在往返本公司与该进行测试地方的期间，假若物资、设备或财物发生任何损失或损坏，无论是否由于本公司的雇员、职员、代理或独立承包商的任何行为、疏忽或失职所造成，本公司的雇员、职员、代理或独立承包商皆毋须负上任何责任及不会遭受任何追讨。

15. 本公司对由于利用本公司所签发的任何测试报告或通讯内的资料而造成的损失，概不会承担任何责任。

16. 在不影响第 14 和第 15 条款的前提下，本公司就任何损失所承担的赔偿总额将不会超过与该追讨有关的本公司可收取服务费用的 5 倍；本公司的赔偿责任亦绝对不会包含任何该客户的间接、特殊或随后引致的损失（即并非由事故立刻造成，但其结果导致的破坏或损失）。

17. 假若本公司被任何非本公司能控制的因素导致未能提供该测试服务，而该测试服务亦已备受委托或有关协议已经协定，该客户仍须向本公司支持以下费用：
   (i) 所有本公司已付的与该测试服务有关的费用及支出；
   (ii) 与本公司已经提供的测试服务成比例的部分已协议的该测试服务费用或佣金；同时本公司毋须继续承担有关该测试服务中尚未完成的部分或全部责任。

18. 除非有关追讨是在与该追讨有关的本公司所提供服务的日期起计的一年内提出，或是由本公司应该提供服务的日期起计的一年内提出，本公司将毋须就该追讨负任何赔偿责任。

19. 该客户同意本公司并不纯因与该客户建立合约关系或提供测试服务而代替该客户承担向其它方的责任。此外，本公司并非是保险承保人或担保人，将不承担有关的任何责任。

20. 就其它方提出任何追讨本公司、雇员、代理或独立承办商有关本公司提供或未能提供测试服务的任何损失或支出，而与该测试服务有关的追讨总额超过第 16 条款所订的赔偿限额，该客户须赔偿予本公司上述追讨总额超出第 16 条款所订的赔偿限额的差额。

21. 假若该测试报告被不适当地运用，本公司将会保留权利撤回该测试报告，及采取任何适当的措施。

22. 该客户同意其委托本公司进行测试所得出之报告，并不能作为针对本公司法律行动的依据。

23. 本公司接纳及存档某样本是建基于肯定的基础，即该样本已经该客户投保或承担由于本公司在分析或处理该样本期间发生的火灾、盗窃或任何损失，并且不能向本公司或其职员、代理或独立承包商追讨任何损失。

24. 假若该客户的要求令致有关该样本的测试须于该客户或任何第三方的实验室进行，则本公司只会代为传送有关该测试的结果，对其准确性概不负任何责任。如本公司只可证明该客户或任何第三方的实验室已进行有关测试，则本公司只可确认某正确的样本已经被测试，而毋须为该测试的准确性负任何责任。

25. 假若本公司于提供测试服务的过程中需要未可预计的额外时间或支出，则本公司可以根据该基础向该客户收取额外的费用。

26. 本公司在提供测试服务期间所衍生的任何报告、证书或其它物资，其相关的所有法律产权（包括知识产权），皆由本公司所拥有。

27. 该客户应于本公司所发出的发票日期或由本公司以书面同意的特定日期内准时支持有关该测试的所有费用，否则该客户需要支付本公司发票日期起计至实际付款日期的利息（以每月 3 厘计）。该客户亦须支付本公司用于追讨该笔欠款的所有费用，包括法律费用。

28. 当本公司收到该客户的请求，本公司可以电子媒介传递有关测试服务的结果，但该客户应注意，电子媒介传递不能保证其所含资料不会流失、延缓或被其它方截取。对于电子媒介传递导致其所含的任何资料出现泄露、差误或遗漏，本公司将不会负任何责任。

29. 在有需要情况下，本公司可以将全部或部分测试服务向外承判予合资格的承办商，该客户若在呈交测试服务的申请表时未有提出对上述的反对，该客户将被视作同意上述本公司的安排。

30. 本公司根据有关该客户所需的测试或检定服务的个别情况，保留在上列所有普通条款上再增加特别条款的权力（此条款在该客户接获本公司的有关通知方生效）。

31. 对于本公司和该客户因本协议所产生的任何争议或索赔或有关本协议之违反，终止或无效，这里的条款应优先于各方或其代理人先前于口头上或书面上已协议之任何其它条款。

32. 这里的条款适用于中华人民共和国法律，凡因它们产生的或与上述条款有关的任何争议应通过友好协商解决，如果协议不成，该争议应提交中国国际经济贸易仲裁委员会，按照申请仲裁时该会现行有效的仲裁规则进行仲裁。仲裁裁决是是终局的，对双方均有约束力。仲裁费用应由败诉方承担。

33. 这里的条款若在英文或中文的版本上出现歧义，则以中文为准。

广东省标检产品检测认证有限公司确认

公司盖章及签名： _____

姓名及职务： _____ **日期：** _____

GENERAL CONDITIONS OF TESTING

STC (Guangdong) Company Limited (the "Company"), while reserving the right to decline, without giving any reason whatsoever, any request for the undertaking of a test or investigation, will carry out at the request of the clients the required test or investigation subject always to the following conditions:

1. The Company only acts for the person or body originating the instructions (the "Clients"). No other party is entitled to give instructions, particularly on the scope of testing or delivery of report or certificate, unless authorized by the Clients.
2. All materials, equipment and other property to be tested or investigated shall be delivered at the costs of the Clients and in accordance with the requirements of the Company. At the conclusion of the test or investigation, the Clients shall, if required by the Company, collect the materials or equipment. In any event, if the materials or equipment are not collected by the Clients within 30 days from the issuance date of the test report (for perishable items such as food and water samples, the relevant period shall be 7 days), the Company may at its discretion dispose of the same without any compensation to the Clients.
3. The Clients shall always comply with the followings before or during the Company providing its services:
   (a) give timely instructions and adequate information to enable the Company to perform the services effectively;
   (b) supply, when requested by the Company, any equipment and personnel for the performance of the services;
   (c) take all necessary steps to eliminate or remedy any obstruction in the performance of the services;
   (d) inform the Company in advance of any hazards or dangers, actual or potential, associated with any order of samples or testing;
   (e) provide all necessary access for the Company's staff and/or representative(s) to enable the required services to be performed effectively;
   (f) ensure all essential steps are taken for safety of working conditions, sites and installations during the performance of services;
   (g) fully discharge all its liabilities under any contract like sales contract with a third party, whether or not a report or certificate has been issued by the Company, failing which the Company shall be under no obligation to the Clients.
4. Subject to the Company's accepting the Clients' instructions, the Company will issue reports and certificates which reflect statements of opinion made with due care within the scope of instructions but the Company is not obliged to report upon any facts outside the instructions. The Clients shall always render adequate and accurate information and particulars of the test sample to the Company, failing which the Company shall not be responsible for any faults and/or mistakes on the certificate and/or reports in relation thereto.
5. The Company is irrevocably authorized by the Clients to deliver at its discretion the report or the certificate to any third party when instructed by the Clients or where it implicitly follows from circumstances, trade custom, usage or practice as determined by the Company.
6. A test report will be issued in confidence to the Clients and it will be strictly treated as such by the Company. It may not be reproduced either in its entirety or in part and it may not be used for advertising or other unauthorized purposes without the written consent of the Company. The Clients to whom the Report is issued may, however, show or send it, or a certified copy thereof prepared by the Company, to his customer, supplier or other persons directly concerned. Subject to Clause 7, the Company will not, without the consent of the Clients, enter into any discussion or correspondence with nor disclose to any third party concerning the contents of the report unless required by the relevant governmental authorities, laws or court orders.
7. The Company shall be at liberty to disclose the testing-related documents and/or files anytime to any third-party accreditation and/or recognition bodies for audit or other related purposes unless disagreed with by the Clients in writing at the time of them submitting the applications. No liabilities whatsoever shall attach to the Company's act of disclosure.
8. Notwithstanding anything contained herein to the contrary, but subject to Clause 7, it is agreed that the Company will be responsible for the management of all confidential information of Client obtained or created during the performance of laboratory activities:
   (a) The Company will inform the Client in advance, of the information it intends to place in the public domain. Except for information that the Client makes publicly available, or when agreed between the Company and the Client (e.g. for the purpose of responding to complaints, or situations set off in Clause 7), all other information is considered proprietary information and shall be regarded as confidential.
   (b) When the Company is required by law or authorized by contractual arrangements to release confidential information, the Client or individual concerned will, unless prohibited by law, be notified of the information provided.
   (c) Information about the Client obtained from sources other than the Client (e.g. complainant, regulators) shall be confidential between the Client and the Company. The provider (source) of this information will be confidential to the Company and will not be shared with the Client, unless agreed by the source.
   (d) Personnel, including any committee members, contractors, personnel of external bodies, or individuals acting on the Company's behalf, will keep confidential all information obtained or created during the performance of laboratory activities, except as required by law.
9. The Clients wishing to use the Company's reports in court proceedings or arbitration shall inform the Company to that effect prior to submitting the sample for testing.
10. The report will refer only to the sample tested and will not apply to the bulk, unless the sampling has been carried out by the Company and is stated as such in the Report.
11. When the Client requests a statement of conformity to a specification or standard for the test (e.g. pass/fail, in-tolerance/out-of-tolerance), unless inherent in the requested specification or standard or otherwise instructed by the Client, the Company will adopt the ILAC-G8 Guidance document (and/or IEC Guide 115 in electro-technical sector) as the decision rule. When adopting ILAC-G8 document, if measured value plus/minus the expanded uncertainty with a 95% coverage probability overlaps the limit, no declaration of conformity can be made. Further information regarding the documents can be obtained by direct contact with the Company.
12. Any documents containing engagements between the Clients and third parties like contracts of sale, letters of credit, bills of lading, etc. are regarded as information for the Company only and do not affect the scope of the services or the obligations accepted by the Company.
13. If the Clients do not specify the methods / standards to be applied, the Company will choose the appropriate ones and further information regarding the methods can be obtained by direct contact with the Company.
14. No liability shall be incurred by and no claim shall be made against the Company or its servants, agents, employees or independent contractors in respect of any loss or damage to any such materials, equipments and property occurring whilst at the Company or any work places in which the testing is carried out, or in the course of transit to or from the Company or the said work places, whether or not resulting from any acts, neglect or default on the part of any such servants, agents, employees or independent contractors of the Company.
15. The Company will not be liable, or accept responsibility for any loss or damage howsoever arising from the use of information contained in any of its reports or in any communication whatsoever about its said tests or investigations.
16. Subject to Clauses 14 and 15, the total liability of the Company in respect of any claim of loss, damage or expense of whatsoever nature shall not exceed a total sum equal to five times the amount of the service fee payable in respect of the services directly related to such claim, and the Company's liability shall not include any indirect, special or consequential loss of the Clients.
17. In the event of the Company prevented by any cause outside the Company's control from performing any service for which an order has been given or an agreement made, the Clients shall pay to the Company:
   i) the amount of all abortive expenditure actually made or incurred; and
   ii) a proportion of the agreed fee or commission equal to the proportion (if any) of the service actually carried out by the Company,
   and the Company shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required service.
18. The Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one calendar year after the date of the performance by the Company of the service relating to the claim or in the event of any alleged non-performance within one year of the date when such service should have been completed.
19. The Clients acknowledge that the Company does not, either by entering into a contract or by performing service, assume or undertake to discharge any duty of the Clients to any other persons. The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity.
20. The Clients shall hold harmless and indemnify the Company and its servants, employees, agents or independent contractors against all claims made by any third party for loss, damage or expense of whatsoever nature including reasonable legal expenses relating to the performance or non-performance of any services to the extent that the aggregate of any such claims relating to any one service exceed the limits mentioned in Clause 16.
21. In the event of improper use of the report, the Company reserves the right to withdraw it, and to adopt any other measures which may be appropriate.
22. Samples submitted for testing are accepted on the understanding that the report issued cannot form the basis of, or be the instrument for, legal action against the Company.
23. Samples are deposited with and accepted by the Company on the basis that either they are insured by the Clients or the Clients assumes entire responsibility for loss through fire, theft, burglary or for damages arising in the course of analysis or handling, without recourse whatsoever to the Company or its servants, agent, employees or independent contractors.
24. If the requirements of the Clients require the analysis of samples by the Client's or any third party's laboratory, the Company will only convey the result of the analysis without responsibility for its accuracy. If the Company is only able to witness an analysis by the Client's or any third party's laboratory the Company will only confirm that the correct sample has been analyzed without responsibility for the accuracy of any analysis or results.
25. In the event of any unforeseen additional time or costs being incurred in the course of carrying out any of its services, the Company shall be entitled to charge the Clients additional fees to reflect the additional time and costs incurred.
26. All rights (including but not limited to copyright) in any reports, certificates or other materials produced by the Company in the course of providing its services shall remain vested in the Company.
27. The Clients shall punctually pay on the date of invoice or within such other period agreed in writing by the Company all charges rendered by the Company or interest will become due at the rate of three per cent per month from the date of invoice until actual payment. The Clients are also responsible for settling all the Company's costs of collecting the charges owed, including legal fees.
28. Test results may be transmitted by electronic means at the Client's request. However, it should be noted that electronic transmission cannot guarantee the information contained will not be lost, delayed or intercepted by third party. The Company is not liable for any disclosure, error or omission in the content of such messages as a result of electronic transmission.
29. If necessary, the Company may subcontract part of or all tests to competent subcontractors. If no objection is raised at the time of the Clients submitting the application, the Company shall assume the Clients have approved the foregoing.
30. The Company reserves the right to include Special Conditions in addition to the foregoing General Conditions if warranted by the particular circumstances of the required test or investigation [this clause is only effective when the other party has been informed].
31. For any dispute, controversy or claims arising out of relating to this agreement, or the breach, termination or invalidity thereof between the Company and the Clients, the conditions herein shall take precedence over any other terms and conditions, whether oral or written, previously agreed by the parties or the agents or representatives of either parties.
32. The conditions herein shall be governed and construed according to the laws of People's Republic of China. Any disputes arising out of or relating to them shall be settled through friendly negotiations. In case no settlement can be reached through negotiations, such disputes shall be submitted to China International Economic and Trade Arbitration Commission for arbitration which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award rendered by the said Commission shall be final and binding upon both parties. The arbitration fee shall be borne by the losing party.
33. If there are differences between the English version and the Chinese version of the conditions herein, the Chinese version shall prevail.

Confirmed by STC (Guangdong) Company Limited

Company chop and signature for and on behalf of the company: _____

Printed Name and Position: _____ **Date:** _____