



香港標準及檢定中心

The Hong Kong Standards and Testing Centre Ltd

10 Dai Wang Street, Taipo Industrial Estate, NT, Hong Kong 香港大埔工業村大宏街 10 號
Tel : (852) 2666 1888 Fax : (852) 2664 4353 www.stc.group Email : hkcfd@stc.group

「類鼻疽伯克氏菌環境快速測試」申請表 APPLICATION FOR “*Burkholderia pseudomallei* Environmental Sample Test”

Pick-up Service 樣品收取服務熱線 Tel : (852) 2666 1802 Technical Information 測試諮詢 Tel : (852) 2666 1839/ 2666 1887 Please complete in Block Letters 請用正楷填寫	For Office Use Only 此欄由本公司填寫			
	Application No. 申請編號 :		Customer No. 客戶編號 :	
	Received Date 收到樣品日期 :		Committed 完成日期 :	
	Reviewed by 審核人 :		Date 日期 :	
Applicant 申請者 : (In block letters 請用英文填寫) Address 地址 : _____ *Contact Person 聯絡人 : _____ *Tel 電話 : _____ *Email 電郵 : _____	Sample Description 樣品描述: Sample Type 樣品種類 : _____ () Water 水 () Soil 泥 () Surface Swab 環境表面拭子 Sample Quantity 樣品數量 : _____ Transport Condition 運輸條件 : _____ Remark 備註 : _____			

Remarks 註 : * are required fields (*項為必須填寫)

The Test Report will be delivered to above-mentioned email address. 報告將電郵至以上電郵地址。

“*Burkholderia pseudomallei* Environmental Sample Test” Sampling Details

申請「類鼻疽伯克氏菌環境快速測試」環境樣本資料 :

Sample Name 樣本名稱 : _____

Sampled Date 取樣日期 : _____ Sampled Time 取樣時間 : _____

Sampled Location 取樣點 : _____

Payment record (if applicable)

請提供付款紀錄(如適用) : _____

Test Sample to be Returned 送回測試樣品地點 :

Tai Po Head Office 大埔總公司 (10 Dai Wang Street, Tai Po Industrial Estate 大埔工業村大宏街 10 號)

重要事項 Important Note

The Hong Kong Standards and Testing Centre Ltd has the absolute right to refuse any non-environmental samples. The laboratory may test the submitted sample whether it was obtained from environment or not. The laboratory will immediately suspend or terminate the test if any non-environmental sample is found. No testing reports will be issued. Please also note that no refund will be arranged in this situation.

香港標準及檢定中心有權拒絕為任何非環境樣本進行測試。實驗室會為所提交的樣本作隨機抽驗以確保所提交的樣本為環境取樣所得。如所提交的樣本証實屬於非環境樣本，實驗室會即時停止為樣本進行測試，申請人將不會獲發任何報告。在此情況下，所繳之款項將不獲退還。

I, hereby, confirm my agreement to the Terms and Conditions contained in this form (also available at <https://www.stc.group>) as a condition for the contract with The Hong Kong Standards and Testing Centre Ltd. Prior to this confirmation, I have been briefed with such Terms and Conditions to my understanding and was given opportunities to raise question, if any.

本人在此確認同意以載於本表格內的條件與條款（亦載於 <https://www.stc.group>）作為與香港標準及檢定中心有限公司的合約的條件。在此確認同意前，我曾獲得此條件與條款的解說至明白，並獲得提出問題（如有）的機會。

Applicant's
Signature/
申請人簽名 : _____

Date/ 日期 : _____

GENERAL CONDITIONS OF TESTING

THE HONG KONG STANDARDS AND TESTING CENTRE LTD., (the "Centre"), 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 Centre only acts for the person or body originating the instructions (the "Applicant"). No other party is entitled to give instructions, particularly on the scope of testing or delivery of report or certificate, unless authorized by the Applicant.
2. All materials, equipment and other property to be tested or investigated shall be delivered at the costs of the Applicant and in accordance with the requirements of the Centre. At the conclusion of the test or investigation, the Applicant shall, if required by the Centre, collect the materials or equipment. In any event, if the materials or equipment are not collected by the Applicant 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 Centre may at its discretion dispose of the same without any compensation to the Applicant.
3. The Applicant shall always comply with the followings before or during the Centre providing its services:-
 - (a) give timely instructions and adequate information to enable the Centre to perform the services effectively;
 - (b) supply, when requested by the Centre, 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 Centre 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 Centre'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 Centre, failing which the Centre shall be under no obligation to the Applicant.
4. Subject to the Centre's accepting the Applicants' instructions, the Centre will issue reports and certificates which reflect statements of opinion made with due care within the scope of instructions but the Centre is not obliged to report upon any facts outside the instructions. The Applicant shall always render adequate and accurate information and particulars of the test sample to the Centre, failing which the Centre shall not be responsible for any faults and/or mistakes on the certificate and/or reports in relation thereto.
5. The Centre is irrevocably authorized by the Applicant to deliver at its discretion the report or the certificate to any third party when instructed by the Applicant or where it implicitly follows from circumstances, trade custom, usage or practice as determined by the Centre.
6. A test report will be issued in confidence to the Applicant and it will be strictly treated as such by the Centre. 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 Centre. The Applicant to whom the Report is issued may, however, show or send it, or a certified copy thereof prepared by the Centre, to his customer, supplier or other persons directly concerned. Subject to Clause 7, the Centre will not, without the consent of the Applicant, 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 Centre 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 Applicant in writing at the time of them submitting the applications. No liabilities whatsoever shall attach to the Centre's act of disclosure.
8. Notwithstanding anything contained herein to the contrary, but subject to Clause 7, it is agreed that the Centre will be responsible for the management of all confidential information of Applicant obtained or created during the performance of laboratory activities:
 - (a) The Centre will inform the Applicant in advance, of the information it intends to place in the public domain. Except for information that the Applicant makes publicly available, or when agreed between the Centre and the Applicant (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 Centre is required by law or authorized by contractual arrangements to release confidential information, the Applicant or individual concerned will, unless prohibited by law, be notified of the information provided.
 - (c) Information about the Applicant obtained from sources other than the Applicant (e.g. complainant, regulators) shall be confidential between the Applicant and the Centre. The provider (source) of this information will be confidential to the Centre and will not be shared with the Applicant, unless agreed by the source.
 - (d) Personnel, including any committee members, contractors, personnel of external bodies, or individuals acting on the Centre's behalf, will keep confidential all information obtained or created during the performance of laboratory activities, except as required by law.
9. The Applicant wishing to use the Centre's reports in court proceedings or arbitration shall inform the Centre 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 Centre and is stated as such in the Report.
11. When a statement of conformity is provided in the report, the Centre will adopt a decision rule as described below:
 - (a) Non-numerical results (e.g. pass-fail outcome of a test procedure or the result of applying a go or no-go gauge etc.):
 - A statement of conformity will be reported directly according to the test result and the specification.
 - (b) Numerical results:
 - i. when testing to the following standards / specifications, determination of conformity will follow the decision rule prescribed in the respective legal / regulatory requirements:
 - Nil.
 - ii. when testing to the following standards / specifications, determination of conformity will follow the decision rule which is inherent in the respective standards / specifications:
 - ISO 8124-3, AS/NZS ISO 8124-3, ASTM F963 clause 4.3.5.1(2) and 4.3.5.2(2)(b), GB6675-4, Japan ST2016 clause 1.5, 1.8 and 1.11, Japan Food Sanitation Law clause A4 and A11;
 - EN 62233, IEC 60601-1;
 - IECES-001, IECES-003, IECES-005, CISPR 13, CISPR 14-1, CISPR 15, CISPR 22, CISPR 32, EN 55013, EN 55014-1, EN 55015, EN 55022, EN 55032, EN 61204-3, EN 62493, GB/T 13837, GB/T 9254, GB/T 17743;
 - EN 1811, EN 1186.
 - iii. when testing is conducted under IECCE CB Scheme, guidance provided in IEC Guide 115 will be followed for the determination of conformity.
 - iv. when testing to EMC standards / specifications other than that listed in 11(b)(i)-(iii), determination of conformity will follow the decision rule:
 - Pass: The measured result is within the tolerance interval minus the guard band (w), where w equals to expanded uncertainty with 95% coverage probability.
 - Fail: The measured result is outside the tolerance interval plus the guard band (w), where w equals to expanded uncertainty with 95% coverage probability.
 - Unable to determine conformance - The measured result is within the guard band (w), which equals to expanded uncertainty with 95% coverage probability.
 - v. when testing to the standards / specifications other than that in 11(b)(i)-(iv) above, determination of conformity will follow the decision rule:
 - For specification with upper limit, compliance is deemed to occur if the measured result is under the limit, even extended upwards by the expanded uncertainty with 95% coverage probability.
 - For specification with lower limit, compliance is deemed to occur if the measured result is above the limit, even extended downwards by the expanded uncertainty with 95% coverage probability.
12. If the Applicant do not specify the methods / standards to be applied, the Centre will choose the appropriate ones and further information regarding the methods can be obtained by direct contact with the Centre.
13. No liability shall be incurred by and no claim shall be made against the Centre 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 Centre or any work places in which the testing is carried out, or in the course of transit to or from the Centre 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 Centre.
14. The Centre 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.
15. Subject to Clauses 14 and 15, the total liability of the Centre 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 Centre's liability shall not include any indirect, special or consequential loss of the Applicant.
16. In the event of the Centre prevented by any cause outside the Centre's control from performing any service for which an order has been given or an agreement made, the Applicant shall pay to the Centre:-
 - 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 Centre.
and the Centre shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required service.
17. The Centre 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 Centre 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.
18. The Applicant acknowledges that the Centre does not, either by entering into a contract or by performing service, assume or undertake to discharge any duty of the Applicant to any other persons. The Centre is neither an insurer nor a guarantor and disclaims all liability in such capacity.
19. The Applicant shall hold harmless and indemnify the Centre and its officers, 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.
20. In the event of improper use of the report, the Centre reserves the right to withdraw it, and to adopt any other measures which may be appropriate.
21. 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 Centre.
22. Samples are deposited with and accepted by the Centre on the basis that either they are insured by the Applicant or the Applicant 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 Centre or its servants, agent, employees or independent contractors.
23. If the requirements of the Applicant require the analysis of samples by the Applicant's or any third party's laboratory, the Centre will only convey the result of the analysis without responsibility for its accuracy. If the Centre is only able to witness an analysis by the Applicant's or any third party's laboratory the Centre will only confirm that the correct sample has been analyzed without responsibility for the accuracy of any analysis or results.
24. In the event of any unforeseen additional time or costs being incurred in the course of carrying out any of its services, the Centre shall be entitled to charge the Applicant additional fees to reflect the additional time and costs incurred.
25. All rights (including but not limited to copyright) in any reports, certificates or other materials produced by the Centre in the course of providing its services shall remain vested in the Centre.
26. The Applicant shall punctually pay on the date of invoice or within such other period agreed in writing by the Centre all charges rendered by the Centre or interest will become due at the rate of three per cent per month from the date of invoice until actual payment. The Applicant is also responsible for settling all the Centre's costs of collecting the charges owed, including legal fees.

27. Test results may be transmitted by electronic means at the Applicant'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 Centre is not liable for any disclosure, error or omission in the content of such messages as a result of electronic transmission.
28. If necessary, the Centre may subcontract part of or all tests to competent subcontractors. If no objection is raised at the time of the Applicant submitting the application, the Centre shall assume the Applicant's approval.
29. The Centre 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].
30. For any dispute, controversy or claims arising out of relating to this contract, or the breach, termination or invalidity thereof between the Centre and the Applicant, these terms and conditions shall take precedence over any other terms and conditions previously agreed to by the parties or the agent or representative of either parties.
31. The foregoing General Conditions shall be governed and construed according to the laws of Hong Kong Special Administrative Region. Any dispute shall be conclusively settled under rules of arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. Unless otherwise agreed, the arbitration shall take place in Hong Kong.