**The Hong Kong Standards and Testing Centre Ltd 香港标准及检定中心**

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| **CHINA CCC TOY TESTING REQUISITION FORM 中国強制性认证玩具测试申请表** CCC/TCD/Rev.04 | | | | | | | | | | |
| **Company**申请公司: |  | | | | |  | | For Office Use (内部专用) | | |
| Address 地址: |  | | | | |  | | Order No.: | | |
|  |  | | | | |  | | A/C No.: | | |
| Contact Person联系人: |  | | | | |  | | Rec’d on: | | |
| Telephone电话: | Ext内线: | | | | |  | | Committed: | | |
| Fax传真: | E-mail电邮: | | | | |  | | Reviewed by: | | |
|  | | | | | | | | Date: | | |
| **Sample Description (The below information will be shown on test report) 样品描述(以下资料将显示于测试报告上)** | | | | | | | | | | |
|  | | | | | | | | | | |
| Item Name 产品名： |  | | | | Quantity 數量: | | | |  | |
| Item No. 产品型号： |  | | P.O./Ref. No. 定单/参考号码： | | | | | |  | |
| Manufacturer制造商： |  | | Supplier供应商： | | | | | |  | |
| Factory工广： |  | | Country of Origin 产地： | | | | | |  | |
| Labelled Age 年龄段： |  | | Special Instructions 特别说明： | | | | | |  | |
|  | |  |  | | | | | | |  |
| **CCC Toy category 中国強制性认证玩具类別：** | | | | | | | | | | |
| Children’s Vehicle 童車类 | | |  | | | | | | | |
| 儿童自行车（最大鞍座高度在435mm～635mm范围内） | | | 玩具自行车（最大鞍座高度小于435mm） | | | | | | | |
| 儿童三轮车  儿童推车  婴儿学步车 | | | 电动童车  其它玩具车辆（不含滑板车） | | | | | | | |
| Electric Toy电玩具类 | | |  | | | | | | | |
| Plastic Toy 塑胶玩具类  Metal Toy金属玩具类 | | |  | | | | | | | |
| **Test(s) Required 测试项目要求**: | | | | | | | | | | |
| **Toy Safety Standard 玩具类产品安全标准** | | | **Children’s Vehicle Standard童車类产品安全标准** | | | | | | | |
| **GB 6675** National Toys Safety 国家玩具安全技术规范 | | | **GB 14746** Children’s Bicycles Safety儿童自行车安全要求 | | | | | | | |
| Physical and Mechanical Test 物理和机械性能测试 | | | **GB 14747** Children’s Tricycles Safety 儿童三轮车安全要求 | | | | | | | |
| Flammability Test 易燃性能测试 | | | **GB 14748** Children’s Strollers Safety儿童推车安全要求 | | | | | | | |
| Chemical Properties Test 化学特性测试 | | | **GB 14749** Children’s Walkers Safety儿童学步车安全要求 | | | | | | | |
| **GB 5296.5** Labeling Standard 玩具使用说明 | | |  | | | | | | | |
| **GB 19865** Electric Toys Safety电玩具的安全 | | |  | | | | | | | |
| **Test Required**: **试验要求：** CCC Type Test CCC型式试验Pre-test 前期试验Periodic Test 期间核查 | | | | | | | | | | |
| **CCC Certification 认证申请：**  New Application新申请  Change变更  Surveillance监督 | | | | | | | | | | |
| **CCC Certificate No. 3C认证号码**： | | | | **Test Report No. 测试报告号码**： | | | | | | |
| |  |  |  |  | | --- | --- | --- | --- | | **Service Required**  **服务要求:** | Regular  普通服务 | Priority (40% Surcharge)  优先服务 (40%附加费) | Immediate (100% Surcharge)  特急服务（100%附加费） | | **Return Samples**  **(Non-master Only)\***  **非主检样品退回\*:** | All Samples  主检以外所有样品 | Tested Samples Only  仅主检以外测试样品 | Remnant Samples Only  仅剩余样品 | | **Report to be Collected**  **报告送递:** | Self Pick-up  自取 | Express Delivery  快递到付 | Mail  Fax  E-mail  掛号信 传真 电邮 | | **\*Master samples shall be destroyed after 1 year from finish of testing.** 测试完成後，主检样品將于儲存一年後销毁**.** | | | | | | | | | | | | | | |
| **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. 本人在此确认同意以载于本表格内的条件与条款（亦载于 https://www.stc.group）作为与香港标准及检定中心有限公司的合约的条件。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: | | | | | | | Date: | | | |
| 公司盖章及代表签名  (The requisition without company chop will not be accepted.) (无公司印章的申请表将不会受理) | | | | | | | 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 "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 Centre. At the conclusion of the test or investigation, the Clients shall, if required by the Centre, 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 Centre 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 Centre providing its services:-
4. give timely instructions and adequate information to enable the Centre to perform the services effectively;
5. supply, when requested by the Centre, any equipment and personnel for the performance of the services;
6. take all necessary steps to eliminate or remedy any obstruction in the performance of the services;
7. inform the Centre in advance of any hazards or dangers, actual or potential, associated with any order of samples or testing;
8. provide all necessary access for the Centre's staff and/or representative(s) to enable the required services to be performed effectively;
9. ensure all essential steps are taken for safety of working conditions, sites and installations during the performance of services;
10. 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 Clients.
11. Subject to the Centre's accepting the Clients’ 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 Clients 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 certification and/or reports in relation thereto.
12. The Centre 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 Centre.
13. A test report will be issued in confidence to the Clients 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 Clients 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 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.
14. 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 Clients in writing at the time of them submitting the applications. No liabilities whatsoever shall attach to the Centre's act of disclosure.
15. The Clients 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.
16. 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.
17. 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 Centre only and do not affect the scope of the services or the obligations accepted by the Centre.
18. When a statement of conformity is provided in the report, the Centre will adopt a decision rule as described below:
19. 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.

1. Numerical results:
2. when testing to the following standards / specifications, determination of conformity will follow the decision rule prescribed in the respective legal / regulatory requirements:

* Nil.

1. 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;
* ICES-001, IECS-003, IECS-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.

1. when testing is conducted under IECEE CB Scheme, guidance provided in IEC Guide 115 will be followed for the determination of conformity.
2. 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.

1. 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.

1. 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.
2. 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.
3. Subject to Clauses 12 and 13, 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 Clients.
4. 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 Clients 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.

1. 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..
2. The Clients acknowledge 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.
3. The Clients 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 14.
4. 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.
5. 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.
6. Samples are deposited with and accepted by the Centre on the basis that either they are insured by the Clients or the Clients assume 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.
7. If the requirements of the Clients require the analysis of samples by the Clients’ 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 Clients’ 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.
8. 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 Clients additional fees to reflect the additional time and costs incurred.
9. 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.
10. The Clients 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.
11. Test results may be transmitted by electronic means at the Clients’ 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.
12. If necessary, the Centre 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 Centre shall assume the Clients’ approval.
13. 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].
14. The Centre's record shall be the sole and final reference to the Centre's test reports. All information, including the Centre's test reports, obtained through the “HK GS1 e-ID Registry” that does not match the records of the Centre shall be invalid. The Clients shall hold the Centre harmless and indemnify the Centre for all dispute, controversy or claim arising out of or relating to these information.
15. Upon joining the “Barcode Plus” Program, the Clients shall agree to disclose and release the test reports and related information through the “HK GS1 e-ID Registry” platform.
16. For any dispute, controversy or claims arising out or relating to this contract, or the breach, termination or invalidity thereof between the Centre and the Clients, 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.
17. 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.