

**TO : Coco Yan**  
 STR project no. : \_\_\_\_\_

## APPLICATION FORM

Application date (申請日期) : \_\_\_\_\_

Company (申請單位) : _____	
Contact person (聯絡) : _____	
Address (地址) : _____	
Tel no. (電話) : _____ Fax no. (傳真號碼) : _____	
E-Mail Address : _____	
Name of buyer (客戶名稱) : _____	Requested (驗貨日期) Inspection date : _____
Product description (產品名稱)	Shipping marks & carton no. : (Vendor code : ) 箱唛 :
P.O. no. (訂單號碼) : _____	
Model no. (型號) : _____	
Total quantity/Shipment No. (數量)/( )th Shipment	
Ship date/ (船期 / Destination 目的地): _____ / _____ Sample : <input type="checkbox"/> FTY SAMPLE, <input type="checkbox"/> CLIENT SAMPLE	
<b>Inspection location (驗貨地點) :</b> (Both English and Chinese and please attach copy of simple map, if possible) (請用中文及英文填寫, 並連同地圖一同呈交。)	
Factory name (廠名) : _____	
Contact person (聯絡人) : _____	
Tel no. (電話) : _____ Fax no. (傳真號碼): _____	
E-Mail Address : _____	
Address (地址) : _____	
<b>Type of Inspection (驗貨類別) :</b>	
<input type="checkbox"/> Final random inspection	<input type="checkbox"/> During-production inspection <input type="checkbox"/> Initial production inspection
<input type="checkbox"/> Intervention (No. : )	<input type="checkbox"/> Loading inspection <input checked="" type="checkbox"/> <b>Factory Audit</b>
<input type="checkbox"/> Re-inspection (Prev. rpt. # )	<input type="checkbox"/> Sample Collection <input type="checkbox"/> Others :

**Special Instructions (特別指示) : FOR OFFICE USE ONLY**

<b>Inspection standard (驗貨標準)</b>	
* Sampling plan: ANSI / ASQ Z1.4, AQL LEVEL (II), Others ( )	AQL: MA <u>2.5</u> MI 4.0
* Other special instructions attached (請參看附上的其他特別指示)	YES / 是 <input type="checkbox"/> NO / 否 <input type="checkbox"/>

**Remarks 備注 :**

- ⇒ If there is any special specification for inspection, please write down on a separate sheet and attach to this form.  
若有其他驗貨上的特別指示, 請另加白紙注明, 並連同本表格一同呈交。
- ⇒ 5 Working days notice prior to inspection date must be given for inspection arrangement (not include Saturday/Sunday/ Public Holiday), and STR will try the best to meet vendor's schedule. 所有驗貨申請必須在驗貨日期前五個工作天提出(不包括星期六/日及公眾假期), 本公司將盡力安排配合。
- ⇒ For cancellation of inspection arrangement, at least **24-hour** (not include Saturday/Sunday/Public Holiday) notice in advance should be given, otherwise, manufacturer/vendor is responsible for the handling charge of USD150. STR would reserve the rights to invoice manufacturer/vendor the handling charge. 若要取消驗貨, 需最少於 **24小時之前**提出(不包括星期六/日及公眾假期), 否則廠方/供應商需要負責繳交美金 150 元作為行政手續費。本公司將會保留追討行政手續費之權利。
- ⇒ Factory must provide a good ventilation area with sufficient light for inspection.  
廠方必須提供一個有適當通風系統及光線充足的地方或環境給予驗貨人員進行檢驗之工作。

 Authorized signature and Company chop :  
 (申請人簽名及公司蓋章)

**FOR OFFICE USE ONLY**

 Assigned Inspector: \_\_\_\_\_  
 Prepared by: \_\_\_\_\_  
 Checked by: \_\_\_\_\_

LETTERS & REPORTS: Specialized Technology Resources (Shanghai) Ltd., letters and reports are issued for the exclusive use of the clients to whom they are addressed. No quotations from reports or used of the STR name is permitted except as expressly authorized in writing. Letters and reports apply only in the specific materials, products or processes tested, examined or surveyed and are not necessarily indicative of the qualities of apparently identical or similar materials, products or processing the liability of STR with respect to services rendered shall be limited to the amount of consideration paid for such services and not include any consequential damages.

The report or certificate does not relieve seller/suppliers from their contractual responsibility with regards, to quality/quantity of this delivery nor does it prejudice client's right to claim towards seller/suppliers for compensation for any apparent and/or hidden defects not detected during our random inspection or testing.

APPENDIX 1 - TERMS AND CONDITIONS OF SERVICE / 附件一：服务所依据的条款和条件

Specialized Technology Resources (Shanghai) Ltd.-Shenzhen Branch ("STR") undertakes to provide services to its Customer subject to the terms and conditions contained herein. 上海群邦质量检测有限公司-深圳分公司 ("乙方") 承诺根据以下所列的条款向客户 ("甲方") 提供服务。

The terms of limitation of liability contained herein has been conspicuously marked to draw the attention of the Customer, the full and complete explanation of the wording and legal significance of this term have been made by the Customer by STR. The Customer agrees that this term shall be construed as a provision of the agreement between STR and itself, the full and complete understanding of the wording and legal significance of this term.

乙方对本附件第四条已经做出了明显的标识以此提示甲方注意，并且对该条的文字表述和法律意义，向甲方做出了充分和完整的解释，甲方已经仔细阅读了本附件第四条，对其文字表述和法律意义已经充分和完整地理解，在此基础上甲方表示同意该条当然成为甲乙双方之间的一项约定。

COMPUTATION OF CHARGES AND PAYMENT

第一条 费用计算和付款

- 1.1 (a) Consultation time shall be charged on a daily basis. (b) Where the personnel of STR are assigned by its Customer to any in-house projects, the Customer shall be billed on an hourly basis on the compensation rates of its personnel. 1.2 Disbursements incurred on the Customer's behalf such as expenditure for communications, transportation, travel, the purchase of any materials, tools, equipment, components or parts which are directly related to the service shall be billed at costs and shall include a reasonable handling charge at the discretion of STR. 1.3 Where in the opinion of STR the services are time consuming entailing the use of special equipment and disbursements, the Customer shall be charged on an "equipment-hour" basis on the time spent. 1.4 Payments shall be paid in RMB at its address or at such other address and in such manner as STR may from time to time specify. Payment made by post shall be at the risk of the Customer. 1.5 The Customer undertakes during the continuance of this Agreement: (a) to punctually pay all billings rendered to the customer from time to time; (b) unless otherwise agreed in writing, payment is to be made within 7 days from the date of Invoice or the date of the Debit Note; (c) where the Customer fails to pay within time, STR shall charge interest on overdue invoices at the rate of 2% per month or 24% per annum until payment, such interest to run from day to day and to accrue after as well as before any judgement and is to be compounded at monthly intervals; (d) STR shall have a lien on any goods of the Customer until payment but the exercise of such lien shall not prevent interest continuing. 1.6 If the Customer shall fail to pay STR for any reason under Clause 1.5 or if the Customer shall commit a breach of any of its obligation under this Agreement or if a receiver of the Customer is appointed or if any resolution or petition to wind up the Customer's business shall be passed or presented (except for the purpose of reconstruction), STR may without prejudice to its other rights either suspend or cancel the Agreement and in such an event STR may also suspend or cancel any other existing contracts without being liable to the Customer's damages.

CONFIDENTIAL TREATMENT OF INFORMATION

第二条 信息的保密处理

- 2.1 Unless otherwise specifically agreed between the parties, the services rendered by STR to the Customer shall be on a non-exclusive best-efforts basis. 2.2 It is explicitly agreed by STR and the Customer that all technical information (whether contained in models, drawings, reproductions of drawings, written reports, letters, memoranda or notes or in any other form) shall be kept strictly confidential by STR for the purposes of this Agreement and STR shall at all times use all reasonable efforts to prevent the disclosure to third parties of any part thereof unless STR shall have first obtained the written consent of the Customer specifically authorizing such disclosure PROVIDED ALWAYS AND IT IS MUTUALLY AGREED that the confidentiality shall extend for a period of five (5) years from the date of completion of its work and PROVIDED FURTHER that STR shall not be liable under this clause if through no fault of STR the information is generally known to the public or the information is generally known to STR, or is independently developed by STR without recourse to the materials provided by the Customer, or if the information is necessary for performance by STR under this Agreement, or is disclosed in accordance with a judgment or writ issued by a competent court of any jurisdiction to which the Terms are subject, or with an order, notice or requirement issued by a governmental agency of the aforesaid jurisdiction. 2.3 STR undertakes that the identity of its Customers and the nature of services rendered shall be kept confidential unless the Customer agrees in writing to their release Provided Always that STR shall not be liable under this clause if through no fault act or failure on its part the identity of the Customer is generally known to the public.

PATENT RIGHTS

第三条 专利权

- 3.1 Any invention made in the performance of work for the Customer by STR within the field of work undertaken for the Customer, belongs to the Customer. 3.2 STR's use of the aforesaid inventions shall be free of any royalty fees provided that the use of such inventions are confined to the performance of the work for the Customer.

LIMITATION OF LIABILITY

第四条 责任限制

- 4.1 If any liability on the part of STR shall arise (whether in contract or implied terms hereof or under the relevant Chinese laws and regulations) in contract, tort or infringement, the Customer's right to recover damages for any loss of whatever nature caused by the fault or negligence or breach of obligation or howsoever caused shall be limited to the amount of the payment by STR of the amount of the contract price under this Agreement and the said limitation of liability shall apply regardless of the form of action, whether in contract, tort, infringement or otherwise. In no event shall STR be liable for incidental or consequential damage. The Customer hereby acknowledges and states that its losses and damages, whether direct or indirect, resulted therefrom will be sufficiently recovered by the above amount of compensation and shall not raise any further claim against STR beyond such amount. 4.2 乙方为甲方产生任何合同或侵权赔偿责任 (无论是否根据本协议明示或暗示条款, 或依据相关中国法律法规), 甲方要求赔偿由乙方的故意或过失或违反其任何义务或其他原因所造成的, 无论何种形式的任何损失的权利, 应当仅限于根据本协议项下甲方支付给乙方的合同价款的数额, 且无论赔偿的形式为合同、侵权或其他赔偿, 上述责任赔偿应当限于此, 而乙方在任何情况下都应承担由此而产生的损失和责任。甲方在此声明并声明因此而产生的损失和赔偿, 都将在上述赔偿款项得以充分弥补, 且在此款项之外不对乙方提出任何进一步的请求。

INDEMNITY

第五条 补偿

- 5.1 In the event of actual or threatened suit against STR in relation to the services undertaken on behalf of the Customer or Patent of the Customer or in relation to any of the Products or Patent of the Customer or of any allegation of infringement of any letters patent, registered design, trade mark or trade name, the Customer shall indemnify STR harmless from any liability, action, claim, demand, costs, charges and expenses arising there from or expense including solicitors fees, counsel's fees in defending such action. Provided Always that the Customer will at its own election either effect any settlement or compromise or at its own expense defend any such action or proceeding and the Customer shall pay the costs of any settlement or compromise effected. 5.2 若甲方与乙方代表甲方所承担的服务相关, 或为甲方的任何产品或服务或针对甲方的任何实际的或可能的诉讼, 或若有任何专利证书、注册设计、商标或商号的侵权诉讼, 甲方应当赔偿乙方, 以使其免受任何因此而产生的责任、诉讼、索赔请求、催告、开支、收费和费用抗辩此等行为而发生的费用, 包括律师费、顾问费, 但若甲方将自行决定采取任何和解或妥协行动, 或自愿费用抗辩此等行为或程序, 则甲方应当支付采取任何和解或妥协行动的费用。

SOLICITATION OF EMPLOYEES

第六条 雇员引诱

- 6.1 It is mutually agreed that neither party shall solicit the employees of the other for employment or hire unless prior written consent to do so is obtained.

EFFECT OF PROPOSAL

第七条 建议书的效力

- 7.1 The accompanying proposal is valid for a period of ninety (90) days from the date of the proposal unless extended in writing by STR. Upon the acceptance of such proposal, this appendix shall form part of the Agreement with the Customer and notwithstanding any prior discussions or prior oral or written agreements to the contrary, the terms and conditions herein shall be applicable and take precedence over any conflicting terms contained in any documents submitted by the Customer. 7.2 若甲方之建议书, 除非由乙方书面延展, 其有效期为建议书出具之日后九十 (90) 日。一旦接受该建议书, 本附件应当构成与甲方之协议的一部分, 且无论之前是否有与之相关的任何讨论或口头或书面协议, 本文中的条款和条件应当适用于, 且取代甲方提交的任何文件所包含的任何之相冲突的条款。

DATA AND DOCUMENT RETENTION

第八条 数据和文件保留

- 8.1 (a) After the services are rendered, STR may retain a copy of all documents relating to the services (the "Supporting Documents") for as long as STR, in its sole discretion, deems fit. (b) Unless otherwise specified or required by the applicable law, all Supporting Documents over 3 years of age will be automatically destroyed by STR without notice to the Customers. Should any or all Supporting Documents less than 3 years are scheduled to be destroyed, STR shall give the Customer 30 Days' written notice to the Customer's last known address of its intention to destroy the Supporting Documents. Unless the Customer makes a written request to STR reaching STR before the expiration of the said 30 days seeking delivery of those documents to the Customer at the Customer's expense, those documents shall be destroyed. 8.2 除非另有说明或法规所需, 所有超过 3 年的支持文件将由乙方自动销毁, 通知甲方。若任何少于三年的支持文件将被销毁, 乙方应当按最后被其知道的甲方地址给予甲方一份 30 日期限的书面通知, 告知其销毁该文件的意图。除非甲方方向乙方提出书面请求, 要求将此等文件交付给甲方, 并且该请求在上述 30 日期满前送达乙方并由甲方承担费用, 否则此等文件将被销毁。 (c) The Customer shall indemnify STR for any costs or expenses in responding to or opposing any subpoena, the production of any documents in Court seeking the disclosure of the said documents or any information contained therein. 甲方应当赔偿乙方为回应或对抗任何寻求揭示上述文件或其中包含的任何信息的传票以及在法庭上制作文件的任何费用或支出。

GOVERNING LAW

第九条 适用法律

- 9.1 This Agreement and the rights and obligations of the parties shall in all respects be governed, construed, interpreted and operated in accordance with the relevant Chinese laws and regulations. 本协议和双方的权利义务在各方面都应当由相关的中国法律法规管辖、推断、解释和操作。

OBLIGATIONS OF THE CUSTOMER

第十条 甲方的义务

- 10.1 If the Customer intends to change the work hereunder or assign any other work to STR, such a change or new assignment shall be subject to a separate negotiation and agreement between both of the parties. If STR suffers any loss or damage because the Customer changes the contractual work undertaken by STR as agreed by both parties prior to completion of the work, the Customer shall compensate for such losses and damages. 10.2 If the work undertaken by STR hereunder requires any assistance of the Customer, the Customer shall be obliged to provide all necessary and reasonable assistance which STR may deem fit. If the work undertaken by STR hereunder cannot be completed due to the Customer's failure to perform its obligation to assist, STR may demand the Customer performs its obligation within a reasonable period of time and may appropriately extend the time limit for its own work. If upon the expiration of such reasonable time period the Customer still fails to perform its obligation, STR may terminate this Agreement, without prejudice to any other rights of STR hereunder or under any applicable laws and regulations. 10.3 若本协议项下乙方所承担的工作需要甲方的协助, 甲方有义务提供乙方视为合理的所有必需和合理的协助。若由于甲方未能履行其协助义务而使本协议中乙方所承担的工作无法完成, 乙方可以在合理期限内催告甲方履行其义务, 且可以适当地延展其工作的时限。若在上述合理期限期满后甲方仍未履行其义务, 乙方可以终止本协议, 且不影响根据本协议或任何适用的法律法规所拥有的任何其他权利。

SAMPLES

第十一条 样品

- 11.1 STR expects Customers to abide by all applicable regulations when shipping samples to STR. Improper shipping may result in additional charges for costs incurred by STR: (a) to identify samples to STR, (b) damage done to STR personnel or property as a result of improper packaging, labeling or omission of identifying documents. STR has the right to refuse receipt of any shipment that, in its discretion, is unsafe or has been shipped improperly. Any costs associated with refusal to accept shipment under this clause are the sole responsibility of the Customer. Customer shall indemnify and hold harmless STR for all and all damages, expenses, fines, judgments, liabilities and costs (including attorney's fee) incurred by STR and arising from the improper packaging or shipment of the sample by Customer. 11.2 乙方期望甲方能够遵守所有适用的法规把样品寄送给乙方。不正确的寄送方式可能会导致成本增加。乙方收取附加费用: (a) 鉴定样品成分, (b) 由于不正确的包装、标签或者识别文件的遗漏导致乙方人员或财产受损。乙方拥有拒绝接收判断为不安全或以不正确方式寄送的样品之权利。在这类下, 由于乙方拒绝接收而产生的一切费用将由甲方承担。乙方将要求甲方赔偿由于甲方不正确的包装和寄送方式所导致的部分以及全部的破损、开支、罚款、裁定、债务以及其他费用 (包括律师费用)。

E-MAIL DISCLAIMER

第十二条 电子邮件免责声明

- 12.1 STR shall follow the request of the Customer in the event that final report / results hereunder shall be sent by e-mail rather than by paper hard copy. STR considers e-mail a valuable and efficient tool, however, STR hereby gives cautions to the Customer that the report / results in electronic version may inadvertently be modified once it is in the Customer's word processing system. Further, the current e-mail transmission technology may allow for interception of messages and reports / results by third parties. STR shall not be held responsible for these risks, which are out of its control. Should a report / results be sent to the Customer by e-mail on its request, such a request SHALL BE DEEMED TO BE AN ACCEPTANCE OF THE RISK THAT THE REPORT / RESULTS MAY BE INTERCEPTED BY THIRD PARTIES. The Customer shall agree that the report / results shall be sent by STR unencrypted. Transmission of the report / results (or other materials requested by the Customer) via the internet or other public network shall not be considered to constitute a breach of any confidentiality or other provisions of this Agreement between STR and the Customer, and STR shall in no way be liable for any damages resulting from such a transmission. Additionally, STR shall not be liable for any damages incurred by the Customer for any changes made to the report / results after it has been transmitted. 12.2 若甲方要求将本协议项下最终报告/结果以电子邮件而非纸质文件的形式寄发时, 乙方遵循甲方的此等要求。乙方视电子邮件为有用且有效的工具, 然而, 乙方在此警告甲方, 一旦电子邮件报告/结果进入甲方的文字处理系统, 其有可能被非故意地修改。此外, 现有的电子邮件传输技术有可能使得第三方获取及报告/结果进行拦截。乙方不因此等超出乙方控制范围的风险负责。如果一份报告/结果在甲方的请求下需以电子邮件的方式寄发, 那么此等请求同时被视为接受第三方可能拦截这份报告/结果的风险。甲方同意乙方以不加密的方式开发报告/结果, 通过互联网或其他公共网络传输报告/结果(或甲方要求的其它材料) 不应视为构成违反乙方和甲方之间的协议中规定的任何保密或其他条款, 并且乙方不以任何方式对此等传递而产生的任何损失负责。此外, 乙方不对任何在报告/结果被传递后对其的任何修改使甲方拒收的任何损失负责。

MISCELLANEOUS PROVISIONS

第十三条 其他规定

- 13.1 Any provision of this Agreement prohibited by or regarded as unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed by this Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of the agreement. However, the provisions of any such applicable law may be waived, they are hereby waived by the parties hereto to the full extent permitted by this law to the end that this Agreement shall be valid and binding agreement enforceable in accordance with its terms. 13.2 A certificate signed by any officer of STR to be in the complete charge of the Customer hereunder at the date of such certificate shall, in the absence of manifest error, be conclusive evidence of the amount due. 13.3 Nothing in this Agreement shall be considered to form a partnership between the parties. No party shall represent that it acts as agent for another or has any capacity to bind another in any contractual or other arrangements. 13.4 Save as herein otherwise provided any notice required to be given hereunder shall be sufficiently given if given in writing or by telegram or relay to the last known postal address or telefax number of the addresses and every notice shall be deemed to have been received and given at the time when in the course of transmission it should have been delivered at the address or telefax number to which it was sent. 13.5 This report or certificate does not relieve sellers/suppliers from their contractual responsibility with regards to the quality/quantity of this delivery nor does it prejudice Customer's right to claim towards sellers/suppliers for compensation for any apparent and/or hidden defects not detected during STR's random inspection or testing or audit. 13.6 本报告或证书并未免除卖方/供应商关于交付货物质量/数量方面的合同责任, 也不影响甲方对卖方/供应方主张赔偿在乙方随机检查或测试或审核中未被发现的任何表面和/或隐藏的瑕疵的权利。