



THE HONG KONG INSPECTION COMPANY LTD.

(A Subsidiary of Hong Kong Standards and Testing Centre)

HEAD OFFICE: 10 Dai Wang Street, Taipo Industrial Estate, Tai Po, N.T., Hong Kong Tel: (852) 2667 2628 Fax: (852) 2663 1251

APPLICATION FOR PRESHIPMENT INSPECTION

HKIC/888/1 REV. 7

Applicant: (BLOCK LETTER PLEASE)

For Office Use

Address: _____

Application No.: _____

Contact Person: _____ E-mail: _____

Reviewed By: _____

Tel. No.: _____ Ext _____ Fax No.: _____

Date: _____

Place of Inspection:

Factory: _____

Address: _____

Contact Person: _____ Tel. No.: _____ Ext _____

Mobile Phone: _____ Fax. No.: _____

Product Description:

Shipping Marks & Carton Nos:

Total Value (F.O.B.): _____

Total Quantity: _____

Contract / P.O. No.: _____

Model / Article No.: _____

Colour: _____

Size: _____

Name of Buyer:

Address of Buyer:

Inspection Requested:

- Final Random Inspection During-production Inspection Initial Production Inspection
 Initial Factory Evaluation Loading Supervision Re-inspection
 Factory Audit: Social / Code of Conduct / Technical * / Size of Factory: No. of employee _____
Floor space _____ * delete where applicable

Court Case:

- Yes
 No

Others please specify: _____ / **Inspection Date:** _____

Quotation Requested:

- Yes, application will be valid after signing quotation
 No

Sampling Plan (For Quotation Use Only):

- ISO 2859-1:1999 Standard or equivalent
 Normal Inspection Level: I II III
 Special Checking under Level: S1 S2 S3 S4
 AQL: Critical _____ Major _____ Minor _____
 Others: _____

** No need to fill in if not applicable **

We declared that the above information given by us is true and correct. We agree that the inspection be carried out in accordance with an agreed inspection plan and agree to accept the General Conditions of Service of The Hong Kong Inspection Company Ltd. (HKIC). HKIC has the full discretion to carry out the inspection. We agree that the Inspection Certificate or Report is issued on the understanding that it cannot form the basis of, or the instrument for, any legal liability against HKIC.

Signature for and on behalf of the applicant and Company Chop: _____

Printed Name and Position: _____

Date: _____

Pick-up Service:

Please Call Tel: 2666 1802

Technical Information:

Tel: 2667 2628

**Please fill in Block Letter /
X Mark box**

Report to be collected:

- Tai Po Head Office
 Mail / Courier*

* Service charge may be levied if reports are to be returned by mail / courier

FOR RECEIPT OF REPORT / CERTIFICATE

Report / Certificate No.: _____

Received By: _____
(Signature & Company Chop)

Date: _____

GENERAL CONDITIONS OF SERVICE

THE HONG KONG INSPECTION COMPANY LTD., hereinafter called "the Company", while reserving the right to decline, without giving any reason whatsoever, all inspection or audit, will be carried out at the request of the Applicant. All requested inspection or audit shall be subject to the following conditions: --

1. The Company acts on behalf of the Applicant from whom the instructions to act have originated, hereinafter called "the Principal". No other party is entitled to give instructions particularly on the scope of inspection / audit or delivery of inspection certificate or report.
2. The Company will however be deemed irrevocably authorized to deliver at its discretion the certificate or the report to a third party if following instructions given by the Principal or such a promise implicitly follows from circumstances, trade custom, usage or practice as determined by the Company.
3. Documents reflecting legal relationships or otherwise between the Principal and third parties, such as copies of contracts, letters of credits, bills of lading, etc., are (if received by the Company) considered to be for information only, without extending or restricting the Company's mission and obligations.
4. Subject to the Principal's instructions, the Company will issue inspection / audit reports and /or certificates which reflect statements of opinions made with due care within the limitation of instructions received but the Company is under no obligation to refer to or report upon any facts or circumstances which are outside the specific instructions received. Subject to Clause 5, the Company will, without the consent of the Principal, neither enter into any discussion or correspondence with nor disclose to any third party concerning the information obtained or created during the performance of inspection /audit activities unless required by the relevant governmental authorities, laws or court orders. The Company will notify, unless prohibited by law, the Principle of the information provided.
5. The Company shall be at liberty to disclose the inspection-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 Principal in writing at the time of submitting the applications. No liabilities whatsoever shall attach to the Company's act of disclosure.
6. The Principal agrees that he will:
 - a. ensure that instructions to the Company are given in due time to enable the required services to be performed effectively;
 - b. procure all necessary access for the Company's Representative to goods, premises, installation and transport;
 - c. supply, if required, any special instrument necessary for the performance of the required services;
 - d. ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely in this respect, on the Company's advice whether required or not;
 - e. take all necessary steps to eliminate or remedy any obstruction to or interruption in the performance of the required service;
 - f. fully exercise all his rights and discharge all his liabilities under the contract of sale whether or not a certificate or a report has been issued by the Company.
7. The Company undertakes to exercise due care and skill in the performance of its services and accepts responsibility only for gross negligence proven by the Principal. The liability of the Company to the Principal in respect of any claims for loss, damage or expense of whatsoever nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to two (2) times the amount of the fee or commission payable in respect of the specific service required under the particular contract which gives rise to such claims or two percent (2%) of FOB value of the incriminated goods, whichever is lower.

The Principal has to lodge his claim and has to prove the liabilities of the Company within a reasonable time. An indication of a reasonable time is two (2) calendar months from the issuance of reports or certificates.

The Company reserves the right to re-inspect the merchandise forming the subject matter of the claim.

The services performed and certificates/reports issued by the Company or its recognized correspondents do not relieve manufacturers/sellers from their contractual responsibilities and legal liabilities against other third parties.
8. The Principal shall guarantee, hold harmless and indemnify the Company and its member of staff or subcontractors against all claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance, of any services to the extent that the aggregate of any such claims relating to any one service exceed the limit mentioned in section 6.
9. Approval samples are deposited with and accepted by the Company on the basis that either they are insured by the Principal or the Principal assumes entire responsibility for loss through fire, theft or burglary, or for damage arising directly or indirectly in the course of inspection or handling, without recourse whatsoever to the Company or any member of its staff.
10. In the event of the Company being prevented by reason of any cause whatsoever outside the Company's control from performing or completing any service for which an order has been given or an agreement made, the Principal will pay to the Company:
 - a. the amount of all abortive expenditure actually made or incurred;

- b. a proportion of the agreed fee or commission equal to the proportion (if any) of the service actually carried out and the Company shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required service.
11. Any parameter to be checked by the Company during a particular inspection which substantially entails subjective judgment (for instance odor, taste, etc.) and is not determinable by objective standards is only intended as a general reference for the Principal under any circumstances.
12. According to the Customary Industry Practice, the Company will conduct "Final Random Inspection" when the quantity of goods is at least 80% packed unless specified otherwise in writing by the Applicant. However, upon arrival at the factory, our inspector may still conduct an inspection when the goods is less than 80% packed unless the Applicant has informed the Company in writing in advance that inspection should not be conducted in this situation. Under such situation, the "ON HOLD" status may be applicable or this "Final Random Inspection" can be changed to a "During Production Inspection" at the discretion of the Company.
13. 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 inspection or audit.

LIABILITY OF THE SUPPLIER/MANUFACTURER

Please be informed that you will be claimed for the related penalty charges / surcharges under the following conditions:

- 1 **Waiting Charge:** If our inspector(s) arrive at the factory/inspection site and find the goods are not finished and ready for inspection according to the requirements of the customer, e.g. do not meet the packing requirement of at least 80% or 100% of the goods packed into export carton; and we are requested to wait for the completion of the goods, a charge of **HK\$343 (or USD44)** per hour per inspector will be levied to your account until the goods meet the specified requirement. This charge is only applicable to the goods that can be finished and be ready within a short time, i.e. 1 to 2 hours.
- 2 **Overtime Charge:** If the inspection is requested to be conducted on Saturday, Sunday, Public Holiday, or outside normal hours (Monday to Friday: 9:00-17:00), or, due to any unexpected conditions causing delay to our completion time of inspection to outside of normal hours, including but not limited to our waiting for the completion of the goods after our arrival at the factory, a charge of **HK\$242 (or USD31)** per hour per inspector will be levied to your account until the inspection is completed.
- 3 **Abortive Inspection Charge:** If the inspection is cancelled without receiving any written notice to our company before the requested inspection date in our normal business hours or the goods are not ready for inspection when our inspector has arrived at the factory, and as a result, the inspection cannot be performed on that day, a penalty fee of **HK\$2,652 (or USD340)** (for inspections in China & HK) or **HK\$3,042 (or USD390)** (for inspections in other countries or locations) per day plus expenses will be levied to your account.
- 4 **Re-Inspection Charge:** If the goods are requested for re-inspection, the re-inspection fee will be levied to your account unless the customer is willing to pay.
- 5 **Unexpected Expense Charge:** If the inspection was completed late into the night due to delay in preparation and completion of the goods; and the inspector(s) needed to stay at a hotel overnight or incurred extra travel expenses, these extra expenses will be levied to your account as hotel fee, meal fee and extra taxi fare, etc.

All the above penalty charges or surcharges are non-exclusive of each other.

Payment Method: You are requested to pay cash or send the cheque for settlement to our banker directly and immediately, the details of our banker as follows:

A/C Holder : The Hong Kong Inspection Company Ltd.
Banker : The Hong Kong and Shanghai Banking Corporation Ltd.
Address : 54-62 Kwong Fuk Road, Tai Po, N.T., Hong Kong
A/C# : 037-793783-001 (for HKD)
037-9-606023 (for USD)
SWIFT CODE : HSBCHKHHHKH