|  |
| --- |
| **TEST REQUEST FORM** |
| APPLICANT: [ ]  Manufacturer [ ]  Importer [ ]  Dealer |
| Your Company Name:       |
| Address:       | Contact Person:       |
|  | Email:       |
| City:       | Phone#:      |
| State:       | Fax#:      |
| Report and invoice will state the above company name and contact person. Please fill it if different. |
| [ ]  Report [ ]  Invoice | Contact Person:       |
| Company:       | Email:       |
| Address:       | Phone#:      |
|  | Fax#:      |
| **SAMPLE INFORMATION (Block Letter Please)** |
| Item Name:       | Color/s:       |
| Style/Item No.:       | Country of Origin:       |
| Item Description:       | Country of Destination:       |
| Manufacturer:       | No. of Samples       |
| Buyer:       | PO       |
| Retest: [ ] NO [ ] YES | Previous report number:       |
| [ ]  Previous assessment  | Number:       |

|  |
| --- |
| **TEST(S) REQUIRED** |
| Description | Standard | Codes or Offer Number |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |

|  |  |  |
| --- | --- | --- |
| Report Language: | [ ]  Italian | [ ]  English |
| Service Required:  | [ ]  Normal Service (excluded log in day) |
|  | [ ]  Rush Service (excluded log in day, 40% surcharge) |
|  | [ ]  Priority Service (excluded log in day, 100% surcharge) |
| Sample to be returned: [ ]  No [ ]  Yes, charges at your expenses |

|  |
| --- |
| **Decision Rule**: the declaration of conformity is given not taking into account the measurement uncertainty. The laboratory is available to discuss the level of risk associated with this decision rule. |

|  |
| --- |
| The approval of this document is formalized by your signature apposition on this document. Signing this document you accept Terms and Conditions of Sale. |

|  |  |
| --- | --- |
| Date      \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Authorized Signature      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

I/We required for the above tests and declare that the above information provided is true and correct. I/We also agree that all testing will be carried out subject to UL Inc’s conditions of testing set out overleaf.

|  |  |
| --- | --- |
| The lower part must be completed by IISG |  |
| Date IN: | DUE Date: |
| Date MOD: | CS Signature: |

**TERMS AND CONDITIONS**

We will provide the Services (as defined below) according to the following Terms and Conditions. These Terms and Conditions are a binding legal agreement between you and us.

**1. DEFINITIONS AND INTERPRETATION**

 **"Agreement"** means the agreement document or Offer Form duly signed by the Parties and these Terms and Conditions.

**"Confidential Information"** means any confidential or business-sensitive information belonging to either party including but not limited to information relating to either parties, business methods, products, services or Samples. “Confidential Information” also includes information designated as confidential by the disclosing party and any information that is of a nature that a reasonable person would understand is confidential.

 **“Sample”** means any item which you instruct us to provide the Services based on an Agreement.

**"Documentation"** means any documents that you supply to us with the Sample including without limitation technical drawings, plans or specifications relating to any Sample.

 **“Offer form”** means our then current offer form

**"Order"** means your request for us to provide the Services, which you place by either completing a Test Request Form or other written communication.

 **“Test request Form”** means our then current order form

 **"Services"**  means the testing, verification, and/or inspection services that you have asked us to perform on any sample

**2. THE SERVICES**

2.1 We will not be obliged to accept any Order and may refuse to provide the Services without giving any reason.

2.2 Except as otherwise authorized by us in writing, you shall not use our name, abbreviation, symbols, marks or the name of our Society or of any of our subsidiaries, affiliates or parent on any goods, their containers or packaging, or in connection with any advertising, promotions, or otherwise.

2.3 We will perform the Services with reasonable skill and care.

2.4 Any result referred to Samples tested shall not imply that the same results refer to the bulk of that or any other quantity of the goods of which the Sample is an example.

2.5 You agree that results are not conclusive evidence of the safety, resilience or reliability of any Sample. You accept that we shall have no liability for any Sample which is not safe, resilient, reliable or in conformity with any criteria that is outside the scope of the order.

2.6 We do not guarantee that our opinions or findings will be recognized or accepted by third parties.

2.7 NO REPRESENTATION, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, IS INCLUDED IN THIS AGREEMENT, OR IN ANY ORDER OR OTHER DOCUMENT PROVIDED UNDER THIS AGREEMENT OTHER THAN THE MANDATORY WARRANTIES PROVIDED BY APPLICABLE LAW.

**3. Payment Terms.**

You shall pay, without set off, our fees and related expenses in accordance with the Agreement including the cost of all taxes, wire or transfer fees, duties, and other fiscal charges which become due on the quoted price and shall indemnify us from and against liabilities, incurred by us as a result of failure to pay any such sums when they become due. We may charge interest at 1% per month (12% per year), or the maximum legal rate if less than 1% per month, from the due date until paid fully. You agree to pay reasonable collection costs, including attorneys’ fees, if necessary, in the event of late or non-payment.

Cancellation Fees for Inspections. If you cancel or change an inspection order less than 24 hours before the scheduled inspection date, we will charge you the offered price plus any costs incurred before the cancellation.

Cancellation Fees for Testing. If the you cancel or change a testing order after we receive the sample(s) at the testing facility, we will charge you cancellation fees according to the amount of actual work performed. The minimum cancellation fee is the lesser of EUR 100 or the total amount of the Agreement. The maximum cancellation fee is the full amount of the Agreement.

**4. Your Information and Right of Access.**

You represent and warrant that all information and data provided to us by you, or on your behalf, is complete and accurate and that we may rely thereon when providing Services. To the maximum extent allowed by applicable law, if any information and data provided to us by you or on your behalf is either incomplete or inaccurate, we shall not be liable in any manner for any Services deficiencies. To the extent requested for the purposes of the proper execution of the Services the Client shall give us access to the relevant premises and will provide the necessary assistance for any inspection that may be requested. In case of provision of the Services at your premises, you shall comply with any obligations set forth under the applicable regulation on health and safety in the workplace,

**5. Ownership of Work Product.**

You shall own the test reports or other materials provided to you produced by us pursuant to any Order under this Agreement. We may retain a copy of the test reports and other materials for our archives and for creating reports for you and third parties.

**6. Confidentiality.**

We shall not disclose your information obtained in confidence (“Confidential Information”) to third parties, except our subsidiaries, affiliates, or subcontractors, without your prior written authorization. Confidential Information shall not include information (a) already known to us; (b) publicly available; (c) subsequently acquired by us from other sources without a breach of this Agreement; (d) disclosure that is necessary to perform the Services; (e) required to be produced by law or government order, or accreditation authority or other authorities; or (f) related to a product bearing a UL Mark that should be disclosed to us or our affiliates pursuant to another agreement with you .

**7. Samples.**

If a Sample examination is requested, you will ship Sample/s to us at your expense and risk. Upon completion of testing, after a period of conservation, the samples will be destroyed, unless other arrangements are made for return of the samples at your expense. You acknowledge that testing, sample preparation and return shipment may damage or destroy the sample(s), for which we will not be liable.

**8. LIMITATION OF LIABILITY.**

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW OUR LIABILITY FOR ANY CLAIMS FOR LOSS, DAMAGE, OR EXPENSE OF ANY NATURE AND HOWSOEVER ARISING FOR ANY BREACH OF CONTRACT AND/OR ANY FAILURE TO EXERCISE APPROPRIATE SKILL AND CARE BY US SHALL UNDER NO CIRCUMSTANCES EXCEED THE FEES RECEIVED FOR THE SPECIFIC SERVICES WHICH GIVE RISE TO SUCH CLAIMS. UNDER NO CIRCUMSTANCES SHALL WE HAVE ANY LIABILITY FOR ANY CLAIMS FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOST PROFITS, LOSS OF FUTURE BUSINESS, LOSS OF PRODUCTION, OR CANCELLATION OF CONTRACTS ENTERED INTO BY YOU. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU FOR ANY CLAIMS FOR LOSS, DAMAGE, OR EXPENSE UNLESS A CLAIM IS BROUGHT UNDER SECTION 15. DISPUTES SHALL BE RAISED WITHIN TWO WEEKS AFTER DETECTION OF ANY FAILURE TO PERFORM BY US HOWEVER NO LATER THAN 24 MONTHS AFTER THE DATE OF THE PERFORMANCE BY US OF THE SERVICES WHICH GIVES RISE TO THE CLAIM. IN THE EVENT OF ANY ALLEGED NON-PERFORMANCE DISPUTES SHALL BE RAISED WITHIN 24 MONTHS OF THE DATE WHEN SUCH SERVICES SHOULD HAVE BEEN COMPLETED.

**9. Indemnification.**

You shall defend, hold harmless, and indemnify us and our officers, directors, trustees, employees, agents, or subcontractors against all claims made by any third party for loss, damage, or expense of whatsoever nature and howsoever arising out of this Agreement including without limitation the performance or nonperformance of any SERVICES.

**10. Waiver.**

Any failure by a party to insist upon the performance of any section of this Agreement shall not constitute a waiver of any rights under the Agreement or future performance of that section.

**11. No Third Party Beneficiaries.**

The parties intend that no provisions of this Agreement shall in any way bind or benefit any third party or the public at large and that no third party shall have any rights or cause of action under this Agreement. In particular, a person or entity who is not a party to this Agreement shall have no right to enforce any term of this Agreement, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description.

**12. No Assignment.**

 Neither party may assign any of its rights or obligations under this Agreement to any other person without the other party’s written authorization.

**13. Subcontracting.**

You agree that we may subcontract testing or other Services. All subcontractors shall meet our current qualification requirements and shall comply with our requirements for confidentiality, conflicts of interest, and ethical standards.

**14. Termination.**

This Agreement will continue in effect until terminated for convenience by either party upon thirty days written notice. Without prejudice to any other remedy provided by applicable law or by this Agreement and without prejudice to the right to seek damages, we may immediately terminate this Agreement or a portion of this Agreement with respect to any of the Order, pursuant to article 1456 of the Italian Civil Code in the event of your breach of the obligations set forth under section 3 and 4 of this Agreement. Pursuant to Article 1454 of the Italian Civil Code, in the event of your material breach of any other terms and conditions of this Agreement, you will have [10] days starting from the receipt of the relevant notice from us to solve such breach. If at the elapsing of the above mentioned 10 day-term you have not been able to solve such breach, this Agreement shall be automatically terminated, without prejudice to any other remedy provided by applicable law or by this Agreement and without prejudice to the right to seek damages. You shall pay those fees and expenses incurred by us prior to termination. Notice of termination may be made by hand delivery, courier service, mail, facsimile, or e-mail transmission at the receiving party’s designated place of business. Any notice under this Agreement delivered by facsimile or courier shall be effective upon confirmed receipt and by mail or courier upon the earlier of (i) receipt or (ii) seven business days after the notice is deposited in the mail. Our designated place of business is: Cabiate, Italy.

**15. Governing Law and Dispute Resolution.**

This Agreement shall be governed by and interpreted by the laws of Italy, without reference to its choice of law principles. All disputes arising out of, or relating to Services or this Agreement shall be submitted to the competent Courts of Como, Italy.

**16. Severability.**

If any section of this Agreement is held invalid, void or unenforceable for any reason that section shall be severed, and all other sections of this Agreement shall remain valid to the extent permissible under law.

**17. Modifications.**

The Agreement is the entire and complete agreement between the parties and supersedes any other communications, representations, or agreements with respect to its subject matter. This Agreement may be modified only in writing if duly executed by authorized persons for both parties. No preprinted additional or different terms on your purchase orders, invoices, sales or marketing materials, or other business documents including third party agreements shall apply to Services provided under this Agreement.

**18. Order of Precedence.**

The terms of the Agreement shall take precedence over any conflicting terms in any Order. In case of conclusion of special conditions of Contract duly signed by both Parties, the latter shall prevail over these Terms and Conditions

**19.** Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its obligations due to fire, flood, earthquake, elements of nature, or acts of God, acts of war, terrorism, riots, civil disorder, rebellions, or other similar cause beyond the reasonable control of the Party affected, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented and provided further, that the Party hindered or delayed immediately notifies the other Party describing the circumstances causing delay.

**YOU AGREE TO THE TERMS OF THIS AGREEMENT AND STATE THAT NO ALTERATIONS OF ITS TEXT HAVE BEEN MADE UNLESS INCORPORATED IN AN ADDENDUM TO THIS AGREEMENT THAT HAS BEEN ACCEPTED BY BOTH PARTIES. THE UNDERSIGNED REPRESENTS AND WARRANTS THAT S/HE IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON YOUR BEHALF.**