

**SIRIM QAS International Sdn Bhd (Company No. 410334-X)  
GENERAL INFORMATION, TERMS AND CONDITIONS RELATING TO  
ACCEPTANCE OF PRODUCTS FOR TESTING  
("Terms and Conditions of the Testing Services")**

**1.0 INTRODUCTION AND DEFINITIONS**

The TESTING SERVICES DEPARTMENT of SIRIM QAS International Sdn Bhd (Company No 410334-X) provides Testing Services (hereinafter defined) for a wide range of Product (hereinafter defined). Information on specific Testing Services is available from the Testing Section (hereinafter defined). Testing Services is carried out in accordance with the requirements of :-

- Standard, specifications, recommendations and similar documents issued by national and international standardisation bodies.
- Regulations and specifications of government authorities.
- Specifications of companies, associations and industries.

In this Terms and Conditions :

"Applicant"	means the person(s) or body(ies) applying for Testing Services
"Product"	means a thing or substance produced by natural process or manufacture
"Testing Section"	means the testing section under the Testing Services Department, namely :- <ol style="list-style-type: none"><li>1. Chemical and Consumer Section (CEST)</li><li>2. Civil and Construction Section (CCST)</li><li>3. Radio Frequency and Electromagnetic Compatibility Section (RF&amp;EMCT)</li><li>4. Electrical and Electronic Section (EEST)</li><li>5. Fire Protection Section (FPST)</li><li>6. Mechanical Section (MST); and</li><li>7. Other testing sections set up from time to time of SIRIM QAS International, Shah Alam, Selangor, its regional offices and branches</li></ol>
"Testing Services"	means the testing services of the Testing Section
"Testing Services Department"	means the Testing Services Department of SIRIM QAS International
"Test Report"	means the written report of the findings issued by the particular Testing Section and signed by its duly approved signatories
"Sample"	means one (1) or more of the same Product supplied by the Applicant for the purpose of the Testing Services
"SIRIM QAS International"	means SIRIM QAS International Sdn Bhd (Company No. 410334-X), which is a wholly owned subsidiary of SIRIM
"SIRIM"	means SIRIM Berhad (Company No. 367474-V)

## **2.0 REQUEST FOR TESTING**

- 2.1 All requests for Testing Services shall be addressed to the particular Testing Section by filing in an "Application for Testing Services" Form (Form PP1). The Test Report is issued based on information stated in Form PP1. Any amendment or changes after the issuance of the Test Report shall not be entertained. Measurement uncertainty shall be included in the Test Report if requested by the Applicant for SMM (Skim Akreditasi Makmal Malaysia) accreditation scopes only. If the Applicant so requests, an additional fee shall be charged.
- 2.2 All requests for Testing Services shall contain full details of the Product together with an adequate description of the requirements of the Applicant. **Any special precautions required under any relevant legislation must be notified and especially when the Product submitted to the Testing Section for Testing Services has dangerous properties.**
- 2.3 The Applicant warrants that the Product and any documentation accompanying the request for Testing Services does not infringe any copyright or other intellectual property rights or other rights or interest of any third party and that the Applicant shall indemnify SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries against any claim arising from such infringement.

## **3.0 FEES FOR TESTING SERVICES**

- 3.1 All fees for Testing Services shall be paid in full and in advance.
- 3.2 The estimated fees for Testing Services will be quoted in the "Quotation" Form (Form PP3). SIRIM QAS International reserves the right to change these fees without prior notice. Any excess in the fees for Testing Services may be reimbursed by SIRIM QAS International at its absolute discretion.
- 3.3 Upon the Applicant executing Form PP1, the Applicant confirms the acceptance of the fees for Testing Services as quoted in Form PP3.
- 3.4 If during a test it becomes evident that the estimated fees earlier collected is insufficient, the Applicant is required to make payment of the additional fees. Failure to make payment of the additional fees within the time period stipulated by SIRIM QAS International will result in non-issuance of the Test Report and/or the termination of the Testing Services.
- 3.5 If the Sample submitted fails to meet one or more of the Applicant's test requirements, SIRIM QAS International at its absolute discretion and unless specifically instructed in writing by the Applicant to the contrary, may proceed to carry out the remainder of the test. In the event of any remaining test being aborted, the balance of the fees, may at the absolute discretion of SIRIM QAS International, be reimbursed to the Applicant.

## **4.0 SUBMISSION OF THE PRODUCT FOR TESTING SERVICES**

- 4.1 All applications for Testing Services shall be made at the Customer Service Centre at Building 25, SIRIM Berhad, Shah Alam, Selangor, its regional offices or any branch of the relevant Testing Section.
- 4.2 The Applicant shall be responsible for ensuring that the Sample is complete not damaged, in good condition and whenever possible the Sample is to be delivered by hand.
- 4.3 Packing of the Sample must be adequate and with special instructions regarding the unpacking, storage and/or handling of a fragile or dangerous Product.
- 4.3 The Applicant is required to mark and identify clearly the Sample submitted and to attach with the submission an accurate description of the Product.
- 4.5 The Sample shall be submitted directly to the particular Testing Section which will verify the Sample submitted.
- 4.6 The Applicant shall at its own expense retain duplicate copies of all documents submitted to SIRIM QAS International. SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries shall have no liability for any loss or damage to such documentation.

## **5.0 CONDITIONS OF ACCEPTANCE**

- 5.1 The Testing Services conducted shall relate only to the Sample actually tested.
- 5.2 The Applicant shall provide any relevant information which in the opinion of SIRIM QAS International is necessary before the commencement of any Testing Services.
- 5.3 SIRIM QAS International reserves the right to refuse any application for the Testing Services and/or to issue the Test Report if:-
- (a) the Applicant has outstanding debts with SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries;
  - (b) the Applicant fails, refuses or neglects to pay fees for the Testing Services in full and in advance;
  - (c) the information given in Form PP1 is untrue or incorrect;
  - (d) the Product contravenes any laws or regulations of Malaysia or any other country; or
  - (e) for any other reasons as SIRIM QAS International may at its absolute discretion decide and which need not be disclosed by SIRIM QAS International to the Applicant.
- 5.4 SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries and any of its directors, employees or agents shall not be liable for:-
- (a) Any damage (including consequential damage), loss, expense, injury or bodily harm suffered by the Applicant as a result of the disposal of the Sample pursuant to Clause 6;
  - (b) Any damage (including consequential damage), loss, expense, injury or bodily harm to the Applicant or to third parties as a result of usage or consumption of the Product of which a different Sample was submitted for Testing Services;
  - (c) Any damage (including consequential damage), loss, expense, injury or bodily harm suffered by the Applicant or by third parties after the return of the Sample by SIRIM QAS International; and
  - (d) Any damage (including consequential damage), loss, expense, injury or bodily harm to the Applicant caused by whatsoever reason including but not limited to delay in carrying out the Testing Services or in issuing the Test Report, or by the refusal of SIRIM QAS International to issue a Test Report to the Applicant.
- 5.5 In any event and notwithstanding anything contained herein, the liability of SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries and any of its directors, employees or agents shall not include any consequential damage and in any event be limited to whatever amount that has been paid by the Applicant to SIRIM QAS International for the Testing Services of the Sample.
- 5.6 The Applicant shall indemnify SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries and any of its directors, employees or agents :-
- (a) against any claim made by third parties in respect of any damage (including consequential damage), loss, expense injury or bodily harm caused directly or indirectly to such third parties by any decision, report or statement made relating to the Product;
  - (b) against damage (including consequential damage), loss, expense, injury or bodily harm suffered as a result of the Product including but not limited to a dangerous defect or content of the Product whether apparent on inspection or not or for product liability; and
  - (c) against any damage (including consequential damage), loss, expense, injury or bodily harm which may arise from any difference between the Sample actually tested and duplication or mass production of the Product which is purported to be identical with the Sample actually tested.

5.7	Without derogation of any term or condition herein SIRIM QAS International shall be advised of any Product submitted that has a high replacement value, confidential and/or is dangerous in any manner.
5.8	In the event of SIRIM QAS International's, SIRIM's and/or other SIRIM's subsidiaries' equipment or machinery being damaged during the Testing Services including but not limited to a false or negligent declaration of the Product by the Applicant, the Applicant is liable for the damage (including consequential damage), loss, expense, injury or bodily harm suffered by SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries and any of its directors, employees or agents.
<b>6.0 DISPOSAL OF THE SAMPLE</b>	
6.1	The Applicant shall collect the Sample within two (2) weeks from the date of being notified in writing by SIRIM QAS International. SIRIM QAS International may send the notice by ordinary mail or facsimile and no proof of posting or it having been sent by facsimile is necessary.
6.2	The cost of the disposal, interim storage and interest at the rate of 1.5% per month on all outstanding sums shall be borne by the Applicant.
6.3	SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries shall not be liable in whatsoever manner for any loss suffered by the Applicant as a result of the disposal of the Sample after the said two (2) weeks or in any manner account for the disposal of the Sample after the said two (2) weeks.
<b>7.0 CONDITIONS RELATING TO THE USE OF TEST REPORT</b>	
7.1	A Test Report will be issued in respect of Testing Services conducted and shall relate only to the Sample actually tested. SIRIM QAS International makes no warranty whatsoever and the Applicant shall not represent in any manner that any duplication or mass production of the Product is same as the Sample actually tested or that SIRIM QAS International has tested any of the duplicated or mass produced Product.
7.2	The Test Report shall not be amended, changed, varied or modified in any manner whatsoever by the Applicant or otherwise.
7.3	If the Test Report is to be furnished to any third party or to the public, each such Test Report shall be furnished in full, legible and in its entirety.
7.4	The Test Report shall not be reproduced and shall not in any event be used for any advertising purposes or whatsoever without written approval from the Managing Director of SIRIM QAS International of No 1 Persiaran Dato' Menteri, Block 8, Section 2, PO Box 7035, 40700 Shah Alam, Selangor Darul Ehsan.
7.5	Further or in the alternative, it is strictly forbidden unless with prior written approval from the Managing Director of SIRIM QAS International, to represent in any manner whatsoever that SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries has endorsed, approved or validated the Product of the Applicant in any manner whatsoever.
7.6	The use of SIRIM QAS International, SIRIM or other SIRIM's subsidiaries logo and/or words such as "SIRIM: Tested and Proven" and similar representations are strictly forbidden in any manner whatsoever without the prior written approval from the Managing Director of SIRIM QAS International.
7.7	In the event the Applicant is found in breach of this provision, SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries without prejudice to any other rights and remedies may take whatever action necessary including but not limited to: <ul style="list-style-type: none"> <li data-bbox="337 1992 889 2028">a) Informing and placing a notice in the media;</li> <li data-bbox="337 2028 1453 2064">b) Obtaining an injunction from Court (cost on a solicitor-client basis to be borne by the Applicant);</li> </ul>

	<p>c) Refusing to accept any further Product for Testing Services from the Applicant or whosoever related to the Applicant, whether subsidiary or otherwise;</p> <p>d) Instructing the Applicant to withdraw and recall the advertisement, statement or document in question and advertise a clarification and apology to SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries twice in a national publication of SIRIM QAS International's choice at the Applicant's sole cost; and</p> <p>e) Informing or lodging a report pertaining the Applicant's Test Report with the relevant authorities.</p> <p>7.8 In the event there is an investigation from any third party concerning the Applicant's Test Report, SIRIM QAS International may disclose the same for purposes of such investigation.</p> <p>7.9 If such approval is obtained from the Managing Director of SIRIM QAS International, the Applicant may only include the phrase, "A sample of this product has been tested by SIRIM QAS International ... (Test Report No) ... (dated) .... (for what test) ... (to which standard)" or such similar words which stress that only the Sample was actually tested.</p> <p>7.10 Certified true copies of the Test Report may be issued upon request by the Applicant upon payment of the relevant fee.</p>
	<p><b>8.0 ISSUING OF TEST REPORT</b></p> <p>8.1 The Test Report shall only be released under the following conditions:</p> <p>(a) There is no outstanding sum owing to SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries; and</p> <p>(b) Issued only to Applicant named in the Form PP1 or to the named recipient as authorised in the "Issuing of Test Report Form" (Form PP5).</p> <p>8.2 The Test Report shall be collected personally or be sent by courier service as instructed by the Applicant but in any event SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries shall not be liable for any non receipt of the Test Report.</p>
	<p><b>9.0 CONFIDENTIALITY</b></p> <p>9.1 The Applicant shall not disclose to any third party any information obtained from SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries which is confidential in nature.</p> <p>9.2 SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries' obligations of confidentiality to the Applicant shall not apply to information which:-</p> <p>(a) is already in the public domain or becomes part of the public domain other than a result of the wrongful disclosure by SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries;</p> <p>(b) is disclosed to SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries by a third party</p> <p>(c) is independently developed or procured by SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries; or</p> <p>(d) has been compelled to be disclosed under the law.</p>

**10.0 SURCHARGE**

- 10.1 In the event the Applicant is unable to adhere to the scheduled testing session, as agreed by the Applicant and SIRIM QAS International, the Applicant shall give prior written notice to SIRIM QAS International not later than the time period stipulated by SIRIM QAS International.
- 10.2 If the Applicant fails to notify SIRIM QAS International for any reason whatsoever, SIRIM QAS International shall be entitled to impose a surcharge on the Applicant.
- 10.3 The amount of surcharge payable by the Applicant shall be as determined by SIRIM QAS International.
- 10.4 The Applicant shall make payment of the surcharge within the time period stipulated by SIRIM QAS International.

**11.0 MISCELLANEOUS**

- 11.1 The Applicant agrees that SIRIM QAS International may at its absolute discretion amend and/or vary the Terms and Conditions of the Testing Services.
- 11.2 Any notice to be given to either party shall be in writing and directed to the address in Form PP1, as herein stated or any other address informed in accordance with the provisions of this Clause. If sent by the Applicant to SIRIM QAS International, it shall be deemed to be received on the day of the acknowledgement of receipt and if sent by SIRIM QAS International to the Applicant, three (3) days after the posting of the same or if sent by hand, on the same day.
- 11.3 Neither party is entitled to assign or novate their respective rights or liabilities hereunder without the prior written approval of the other party.
- 11.4 No rule of construction applies to the disadvantage of SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries because SIRIM QAS International was responsible for the preparation of the Terms and Conditions of the Testing Services.
- 11.5 Words importing the singular where the context so admits includes the plural and vice versa.
- 11.6 The Terms and Conditions of the Testing Services shall be governed by the laws and regulations of Malaysia.
- 11.7 Any government or service tax pursuant to the Terms and Conditions of the Testing Services shall be borne by the Applicant.
- 11.8 Any cost payable by the Applicant pursuant to the Terms and Conditions of the Testing Services shall be on a solicitor-client basis.
- 11.9 If there is a conflict between the English and the Malay version of the Terms and Conditions of the Testing Services, the English version shall prevail.