

SIRIM QAS INTERNATIONAL SDN.BHD
GENERAL INFORMATION, TERMS AND CONDITIONS RELATING TO
ACCEPTANCE OF PRODUCTS FOR CONSIGNMENT SERVICES
(“Terms and Conditions of the Consignment Services”)

1.0 INTRODUCTION AND DEFINITIONS

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

- Standards, 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 of the Consignment Services:

“Applicant”	means the person(s) or body(es) applying for Consignment Services
“Product”	means a thing or substance produced by natural process or manufacture
“ Section”	means the sections under the Testing Services Department of SIRIM QAS International namely :- <ol style="list-style-type: none">1. Chemical and Consumer Section (CEST)2. Radio Frequency & Electromagnetic Compatibility Section (RFEMCT)3. Civil and Construction Section (CCST)4. Technical and Calibration Section (TCST)5. Electrical and Electronics 1 Section (EEST1)6. Electrical and Electronics 2 Section (EEST2)7. Fire Protection Section (FPST)8. Mechanical and Automotive Section (MAST)9. Plastic and Composites Materials Section (PCST); and10. Other testing sections set up from time to time of SIRIM QAS International, Shah Alam, Selangor, its regional offices and branches
“Consignment Services”	means the services of Sampling, Testing, and Issuance of SIRIM Labels of the Testing Services Department
“e-CEE”	means an Online Application System for Consignment Services on Electrical and Electronic Products
“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 Section and signed by its duly approved signatories.
“Sample”	means one (1) or more of the same Product selected by SIRIM QAS International for the purpose of the Consignment Services
“SIRIM QAS International”	means SIRIM QAS International Sdn Bhd (Company No. 410334-X), which is a wholly owned subsidiary of SIRIM Berhad.
“SIRIM”	means SIRIM Berhad (Company No. 367474-V)

2.0 REQUEST FOR CONSIGNMENT SERVICES

- 2.1 Request for Consignment Services shall be made through online application system e-CEE. Applicant must register their company with SIRIM QAS International to obtain user identification and password to access e-CEE system.
- 2.2 Application made through e-CEE system must contain full description of the products and full details of the Applicant which shall later be disclosed in FORM PP7 generated by e-CEE system.
- 2.3 If any special precautions are required under any relevant legislation SIRIM QAS International must be notified especially for Product submitted with dangerous properties. In the event where SIRIM QAS International issue a test report, the test report is issued based on information stated in Form PP7 and any amendment or changes after the issuance of the Test Report shall not be entertained.
- 2.4 The Applicant warrants that the Product and any documentation attached together with the application for Consignment 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 CONSIGNMENT SERVICES

- 3.1 All fees for Consignment Services shall be paid in full and in advance.
- 3.2 The fees for Consignment Services will be quoted in Form TCQS/FOR/02-3/CE. Any excess in the fees for Consignment Services may be reimbursed by SIRIM QAS International at its absolute discretion.
- 3.3 If it is believed the sample require further additional test SIRIM QAS International will obtain the consent from Applicant to conduct the additional test whereby failure of the Applicant to give the consent will result in non-issuance of SIRIM Label and SIRIM QAS International may terminate this Consignment Services.
- 3.4 SIRIM QAS International reserves the right to charge the Applicant the additional test's fee once the consent to proceed with the additional test had been obtained from the Applicant.
- 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.
- 3.6 SIRIM QAS International reserves the right to increase a quoted fee in the event that the Applicant request a variation to the Consignment Services agreed.
- 3.7 SIRIM QAS International reserves the right to change the fee's rate from time to time without prior notice given to Applicant

4.0 DELIVERY OF SAMPLE FOR CONSIGNMENT SERVICES

- 4.1 All applications for Consignment Services shall be made at the relevant Section of Testing Services Department of SIRIM QAS International in, Shah Alam, Selangor, its regional offices or any relevant branch.
- 4.2 The packing of the sample must be adequate with the instruction and information on handling, unpacking, and to storage a product that is classified as fragile or dangerous.
- 4.2 The Applicant shall deliver the Sample that has been selected and labelled by SIRIM QAS International and SIRIM QAS International shall verify the selected Sample upon delivery.
- 4.3 The Sample shall be delivered directly to the relevant Section.
- 4.4 The Applicant shall at its own expense retain duplicate copies of all documents submitted. 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 SIRIM QAS International reserves the right to refuse any application for the Consignment Services 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 Consignment Services in full and in advance;
- (c) the information given is untrue or incorrect;
- (d) the Product contravenes any laws or regulations of Malaysia; 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.

5.2 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 Consignment 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 Consignment Services, or by the refusal of SIRIM QAS International to issue SIRIM Label to the Applicant.

5.3 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 Consignment Services.

5.4 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; and
- (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.

5.5 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.

5.6 In the event of SIRIM QAS International's, SIRIM's and/or other SIRIM's subsidiaries' equipment or machinery being damaged during the Consignment 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.

6.0 DISPOSAL OF THE SAMPLE

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.
7.0	CONDITIONS RELATING TO THE USE OF TEST REPORT
7.1	A Test Report will be issued upon request in respect of Consignment 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 International of No 1 Persiaran Dato' Menteri, Block 8, Section 2, PO Box 7035, 40700 Shah Alam, Selangor Darul Ehsan.
7.5	The use of SIRIM QAS International, SIRIM or other SIRIM's subsidiaries logo/or words and similar representative are strictly forbidden in any manner whatsoever without approval from the Managing Director of SIRIM QAS International. Customer (Applicant/Manufacturer/factory, etc.) is not permitted to use any SIRIM or other SIRIM's subsidiaries logo on packaging, sample's manual, technical specification, brochures/flyers or any other mean to avoid any possible misleading information.
7.6	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
7.7	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. This phrase shall only be used for the purpose of product advertisement or product promotion (eg; brochures). For avoidance of doubt, the statement shall not be use on the sample and packaging of the sample.
7.8	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.
7.9	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"> a) Informing and placing a notice in the media; b) Obtaining an injunction from Court (cost on a solicitor-client basis to be borne by the Applicant); c) Refusing to accept any further Product for Consignment Services from the Applicant or whosoever related to the Applicant, whether subsidiary or otherwise; 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 e) Informing or lodging a report pertaining the Applicant's Test Report with the relevant authorities.
7.10	Certified true copies of the Test Report may be issued upon request by the Applicant upon payment of the relevant fee.

8.0 ISSUING OF TEST REPORT

8.1 The Test Report shall only be released under the following conditions:

- (a) There is no record on the Applicant of any outstanding sum owing to SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries; and
- (b) Issued only to Applicant named in the Form PP7 or to the named recipient as authorised in the "Issuing of Test Report Form" (Form PP5).

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 loss, damage, destruction or non-receipt of the Test Report.

9.0 ISSUANCE AND USAGE OF SIRIM LABELS

9.1 The SIRIM Labels applied shall be for products imported or manufactured by the Applicant only.

9.2 The SIRIM Labels are for products that have obtained approval from the relevant regulatory bodies.

9.3 The SIRIM Labels shall not be sold, given, lent or in any way transferred to any third party.

9.4 The SIRIM Labels may only be applied to the approved consignment before the consignment is delivered to the market place. SIRIM Labels are not permitted to be mailed or delivered for application in the field or market place.

9.5 The SIRIM Labels serial numbers recorded in the Form PP8 by SIRIM QAS International are in accordance with the job number, brand and model. The Applicant agrees that SIRIM QAS International records will prevail over the Applicant's records in the event of any discrepancies.

9.6 The Applicant agrees to keep a copy of the Form PP8 for future reference.

9.7 The Applicant agrees to pay the fees charged by SIRIM QAS International for the SIRIM Labels applied prior to their issuance.

9.8 The Applicant's shall return any damaged SIRIM Labels to SIRIM QAS International within fourteen (14) days from receipt of the SIRIM Labels.

9.9 The Applicant shall ensure that the SIRIM Labels are securely kept at the Applicant's premises at all times.

9.10 The Applicant shall inform SIRIM QAS International immediately should the SIRIM Labels be lost or stolen and shall bear all associated costs.

9.11 The Applicant shall be fully responsible in the event any SIRIM Labels found to be affixed to any product other than specified in Form PP8 unless prior written approval has been obtained from SIRIM QAS International.

9.12 The Applicant shall inform SIRIM QAS International immediately if it is aware that any imitations of SIRIM Labels are found to be affixed to any of the products.

9.13 The Applicant shall allow SIRIM QAS International to witness the affixing of the SIRIM Labels at SIRIM QAS International's absolute discretion and to bear all costs pertaining thereto.

9.14 The Applicant shall bear all cost incurred by SIRIM QAS International as a result of a breach of any of this terms and conditions by the Applicant.

10.0 MISUSE OF THE SIRIM LABELS

If SIRIM QAS International believe that misuse of the SIRIM Labels had occurs, SIRIM QAS International has the right to take the following action:

10.1. For misuse of SIRIM Labels on products in production and in stock, SIRIM QAS International shall require the Applicant to remove the SIRIM Labels or require the said product to be made in compliance with SIRIM QAS International requirements.

10.2. For misuse of SIRIM Labels on products which has been placed in the market, SIRIM QAS International will require their recall for either removal of the SIRIM Labels or for modification so the product will comply with SIRIM QAS International requirements.

10.3. A public disclosure and/or notification of the Regulatory Authorities and/or appropriate legal proceedings.

10.4. SIRIM QAS International reserves the right to suspend the use of the SIRIM Labels when there is misuse until corrective action is taken, and may reject future application for consignment services without notice.

11.0 CONFIDENTIALITY

11.1 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.

11.2 SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries' obligations of confidentiality to the Applicant shall not apply to information which:-

- (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;
- (b) is disclosed to SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries by a third party
- (c) is independently developed or procured by SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries; or
- (d) has been compelled to be disclosed under the law.

12.0 SURCHARGE

12.1. In the event the Applicant is unable to adhere to the scheduled Consignment Services session, as agreed between 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.

12.2 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.

12.3 The amount of surcharge payable by the Applicant shall be as determined by SIRIM QAS International

13.0 MISCELLANEOUS

13.1. The Applicant agrees that SIRIM QAS International has the absolute right to amend and/or vary the Terms and Conditions of the Consignment Services as it thinks necessary and appropriate from time to time

13.2. Any notice to be given to either party shall be in writing and directed to the address in Form PP7, 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.

13.3. Neither party is entitled to assign or novate their respective rights or liabilities hereunder without the prior written approval of the other party.

13.4. No rule of construction applies to the disadvantage of SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries.

13.5. Words importing the singular where the context so admits includes the plural and vice versa.

13.6. The Terms and Conditions of the Consignment Services shall be governed by the laws and regulations of Malaysia.

13.7. If there is a conflict between the English and the Malay version of the Terms and Conditions of the Consignment Services, the English version shall prevail.