

**SIRIM QAS INTERNATIONAL SDN. BHD. (Company No. 199601037981 (410334-X))  
GENERAL INFORMATION, TERMS AND CONDITIONS OF THE TESTING SERVICES**

**1.0 INTRODUCTION AND DEFINITIONS**

The TESTING SERVICES DEPARTMENT of SIRIM QAS International Sdn Bhd (Company No. 199601037981 (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, Polymer and Composite Section (CPCT);</li><li>2. Civil and Construction Section (CCST);</li><li>3. Radio Frequency and Electromagnetic Compatibility Section (RFEMCT);</li><li>4. Electrical and Electronics 1 Section (EEST1);</li><li>5. Electrical and Electronics 2 Section (EEST2);</li><li>6. Fire Protection Section (FPST);</li><li>7. Mechanical and Automotive Section (MAST);</li><li>8. Materials Integrity Section (MIST) and</li><li>9. 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. 199601037981 (410334-X)), which is a wholly owned subsidiary of SIRIM
"SIRIM"	means SIRIM Berhad (Company No. 199501038272 (367474-V))
"Booking Date"	refers to the date requested by the Applicant for SIRIM QAS International to conduct in-house testing or site testing

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**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 follow clause 8.12. Measurement uncertainty shall be included in the Test Report when there is no statement of conformity required. When a statement of conformity to a specification or standard is applied, the Simple Acceptance Rule is used. Unless otherwise stated, the Acceptance Rule with Guard Band is used, and additional charge will be incurred accordingly.
- 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 especially when the Product submitted to the Testing Section for Testing Services contain hazardous 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 The fees for Testing Services will be quoted in the "Quotation Form" (Form PP3). All fees for Testing Services shall be paid in full and in advance. Test report will only be released upon settlement of all outstanding sum owing to SIRIM QAS International.
- 3.2 Upon the Applicant executing "Application for Testing Services Form" (Form PP1), the Applicant confirms the acceptance of the fees for Testing Services as quoted in (Form PP3).
- 3.3 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 APPLICATION AND SAMPLE FOR TESTING SERVICE**

- 4.1 All applications, payment and sample for Testing Services shall be submitted to the relevant Testing Section and its regional offices.
- 4.2 If the sample sent by the Applicant are large and need to use special transportation such as a long trailer, the Applicant shall adhere to the requirements stated below;
- (a) The Applicant's representative is available at the time of the sample arrival;
  - (b) The Applicant shall communicate with the section's personnel on the exact time of the sample arrival ;
  - (c) The transportation agent shall have enough manpower to manoeuvre the vehicle when entering and leaving the SIRIM Complex's front gate; and unloading samples at the laboratory. Minimum three (3) person are suggested i.e. one (1) driver, one (1) traffic controller and one (1) rear assistant;
  - (d) If the transportation agent could not provide enough manpower, the Applicant's representative shall assist the driver;
  - (e) The Applicant shall be responsible for any damage that occurs during the process.
- 4.3 The Applicant shall submit the sample (all samples are considered new samples unless otherwise stated) directly to the particular Testing Section as mentioned in the Quotation and ensure that the quantity of sample submitted are adequate and in good working condition.
- 4.4 Packing of the sample must be adequate and for fragile or hazardous sample, special instructions regarding the unpacking, storage and/or handling shall be attached.

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- 4.5 The Applicant is required to mark and identify clearly the sample submitted and to attach with the submission an accurate description of the Product.
- 4.6 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.
- 4.7 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.

**5.0 CANCELLATION/ TERMINATION OF JOB**

- 5.1 In the case of inadequate documentation and/or samples, the Applicant shall submit the complete documentation and/or samples as required by SIRIM QAS International **WITHIN Thirty (30) DAYS** from the date of the notification letter.
- 5.2 Failure of the Applicant to comply with Clause 5.1, SIRIM QAS International reserves the right to cancel the application and the Applicant hereby agree that SIRIM QAS International shall have the right to charge the Applicant for any cost incurred including the administrative cost of RM100.00.
- 5.3 Any cancellation of the booking date shall be informed latest by seven (7) working days prior to booking date. Failure of which SIRIM QAS International reserves the right to charge twenty-five percent (25%) of the total payment paid by the Applicant.
- 5.4 For cancellation/termination of the job, a surcharge of the administrative cost of RM100 plus additional charges based on the number of completed step(s)/clause(s) shall be imposed to the Applicant.
- 5.5 SIRIM QAS International shall refund any fees paid by the Applicant after the necessary deduction for a situation in Clause 5.2, Clause 5.3 and Clause 5.4, if any.

**6.0 SAFETY RESPONSIBILITIES OF APPLICANT AND CONTRACTORS**

- 6.1 In the case where test sample(s) are required to be installed by the Applicant and/or by their appointed Contractors, the Applicant and/or appointed Contractors shall obtain a "Permit Melakukan Kerja Untuk Kontraktor Pemasangan Sampel Pengujian" / PTW Form (OSH/FOR/17-2) prior to starting their work at SIRIM QAS International's premises.
- 6.2 Prior to starting their installation/assembly on any sample for testing, each Contractor shall meet with the authorized representative of SIRIM QAS International whereby the Contractors will be briefed on safety responsibilities.
- 6.3 In the event that the Contractors fail to adhere and observe to the safety responsibilities, SIRIM QAS International shall stop any part of the work immediately that SIRIM QAS International deems unsafe until corrective measures have been taken.

**7.0 CONDITIONS OF ISSUANCE OF TEST REPORT**

- 7.1 The Test Report shall only be released under the following conditions :
- (a) There is no outstanding sum owing to SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries; and
  - (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).

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- 7.2 Electronic Test Report will be sent to the Applicant's email address as stated in the "Application for Testing Services Form" (Form PP1) and 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.
- 7.3 Softcopy of test report can be downloaded by the Applicant up to three (3) times **ONLY**.
- 7.4 If any additional certified true copy(ies) or softcopy of test report requested by the Applicant, it shall be charged accordingly and shall be based on written request by the Applicant. The certified true copy(ies) or softcopy of test report shall only be given for test report issued not more than **three (3) years** from the date of issuance.

**8.0 CONDITIONS RELATING TO THE USE OF TEST REPORT**

- 8.1 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. Measurement uncertainty shall be included in the Test Report when there is no statement of conformity required. When a statement of conformity to a specification or standard is applied, the Simple Acceptance Rule is used. Unless otherwise stated, the Acceptance Rule with Guard Band is used.
- 8.2 The Test Report shall not be misused, amended, changed, varied or modified in any manner whatsoever by the Applicant or otherwise.
- 8.3 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.
- 8.4 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 Head of Quality, Occupational Safety and Health & Environment (QOSHE) of SIRIM QAS International of No 1 Persiaran Dato' Menteri, Block 8, Section 2, PO Box 7035, 40700 Shah Alam, Selangor Darul Ehsan.
- 8.5 Customer (Applicant/Manufacture/Factory,etc.) is not permitted to use any SIRIM QAS International, SIRIM or other SIRIM's subsidiaries logo or words on packaging, sample's manual, technical specification, items and products.
- 8.6 Subject to consent and written approval from the Head of Quality, Occupational Safety and Health & Environment (QOSHE) of SIRIM QAS International, the customer (Applicant/Manufacture/Factory,etc.) may use SIRIM QAS International logo or word on the promotional materials and the Applicant shall 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/flyers/official website). For avoidance of doubt, the statement shall not be used on the sample, packaging of the sample, items and products.
- 8.7 In the event there is an investigation from a Government Regulatory Agency concerning the Applicant's Test Report, SIRIM QAS International may disclose the information pertaining to the Test Report for purposes of such investigation.
- 8.8 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:
- (a) Informing and placing a notice in the media;
  - (b) Obtaining an injunction from Court (cost on a solicitor-customer basis to be borne by the Applicant);
  - (c) Refusing to accept any further Product for Testing 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

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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;  
(e) Informing or lodging a report pertaining the Applicant's Test Report with the relevant authorities.

8.9 SIRIM QAS International is committed in supporting an environmentally-friendly business practices by reducing paper consumption, therefore we do not issue any hard copy of Test Report to the Applicant. However, additional certified true copy(ies) or softcopy of the Test Report may be issued upon request by the Applicant upon payment of the relevant fee. The certified true copy(ies) or softcopy of test report shall only be given for test report issued not more than **three (3) years** from the date of issuance.

8.10 Issuance of Amendment Report due to the following reasons are chargeable to the Applicant :  
(a) Changes in details of the Applicant name and/or address;  
(b) Changes in details of the Manufacturer's name and/or address;  
(c) Changes in details of the Factory location name and/or address;  
(d) Changes in details of the model and/or type designation

8.11 However, issuance of Supplementary Report due to the following reasons are FOC :  
(a) Misprints and typo errors;  
(b) Missing technical information as agreed in PP1 form;  
(c) Test data not reported;  
(d) Mistake in reporting of test data

8.12 Corrections to report shall only be allowed if the date of issuance of the original report has not exceeded 6 months and shall be limited to a maximum 3 times, after either case whichever occurs earlier, an Amendment or a Supplementary Report shall not be issued.

**9.0 COLLECTION AND DISPOSAL OF TESTED SAMPLE(S)**

9.1 The Applicant shall collect the tested sample(s) within two (2) weeks from the date of being notified in writing by SIRIM QAS International or subject to mutual consensus/agreement with 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.

9.2 SIRIM QAS International has the right to dispose the tested sample after the above said period, in whatsoever manner according to discretion of SIRIM QAS International.

9.3 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.

**10.0 CONFIDENTIALITY AND IMPARTIALITY**

10.1 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.

10.2 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; or

(b) is independently developed or procured by SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries.

10.3 When the section is required by law or authorized by contractual arrangements to release confidential information, the Applicant or individual concerned shall, unless prohibited by law, be notified of the information provided.

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- 10.4 Information about the Applicant obtained from sources other than the Applicant (e.g. complainant, regulators) shall be confidential between the Applicant and the section. The provider (source) of this information shall be confidential to the section and shall not be shared with the Applicant, unless agreed by the source.
- 10.5 In order to maintain impartiality, the Applicant (agent/consultant/manufacture) shall have no affiliation with SIRIM QAS International in any way that could influence SIRIM QAS International's decision.
- 11.0 INDEMNITY**
- 11.1 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 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;
  - (b) 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;
  - (c) 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 SIRIM QAS International, SIRIM and/or other SIRIM's subsidiaries shall not be liable to;
- (a) any damages to the sample during testing activities which was conducted diligently unless it

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can be proven that there was a negligent activity from SIRIM QAS International; and

(b) any damages after testing activities.

**12.0 ANTI-BRIBERY COMPLIANCE**

- 12.1 The Applicant or any of its subsidiaries or affiliates, or any directors, officers, agents, servants, employees or other persons associated with or acting on behalf of the Applicant, or any of its subsidiaries or affiliates shall:
- (a) comply with all applicable laws and policies relating to anti-bribery and anti-corruption including the Malaysian Anti-Corruption Commission Act (MACC Act) and any amendments thereto ("Anti-Corruption Laws");
  - (b) not engage in any act which would constitute an offence under the Anti-Corruption Laws irrespective of whether or not such act had been carried out inside or outside Malaysia;
  - (c) comply with the ethics, anti-bribery and anti-corruption policies pursuant to the Anti-Corruption Laws;
  - (d) have and shall maintain in place adequate procedures under the Anti-Corruption Laws to ensure compliance thereunder.
- 12.2 If the Applicant or any of its subsidiaries or affiliates, or any directors, officers, agents, servants, employees or other persons associated with or acting on behalf of the Applicant, or any of its subsidiaries or affiliates, is convicted by a court of law for involvement in bribery or corruption or unlawful or illegal activities, SIRIM QAS International shall be entitled to terminate all applications for Testing Services at any time, by giving immediate written notice to that effect to the Applicant.
- 12.3 Upon such termination in Clause 12.2 above, SIRIM QAS International shall be entitled to all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by SIRIM QAS International arising from such termination. For the avoidance of doubt, the Parties hereby agree that the Applicant shall not be entitled to claim from SIRIM QAS International any form of losses including loss of profit, damages, claims or whatsoever upon termination of all applications for Testing Services under this Clause.

**13.0 MISCELLANEOUS**

- 13.1 The Applicant agrees that SIRIM QAS International may at its absolute discretion amend and/or vary the Terms and Conditions of the Testing Services.
- 13.2 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.
- 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 because SIRIM QAS International was responsible for the preparation of the Terms and Conditions of the Testing Services.
- 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 Testing Services shall be governed by the laws and regulations of Malaysia.
- 13.7 Any government or service tax pursuant to the Terms and Conditions of the Testing Services shall be borne by the Applicant.
- 13.8 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.