intertek
Total Quality. Assured.

TEST REQUEST FORM

REPORT NO

SERVICE TERM Regular (3 working days) ☐ Express (2 working days) ☐ *Shuttle (24 hours) ☐ *Same Day ☐

*Please take confirmation for rush services. The extra charges for 'Express' is %70, for '24 hours' is %140 and "Same Day" service is %200 of the standard prices. Samples delivered after 02.00 pm will be recorded for the next day's entries.

APPLICANT INFORMATION

Applicant Company	
Address	
Tax Office	No
Contact Person Name	Telephone / External
Fax	E-mail

INVOICING INFORMATION

Company to be invoiced	
Address	
Tax Office	No
Contact Person Name	Telephone / External
Fax	E-mail

SAMPLE AND REPORT SENDING INFORMATION

Agency Name
Contact Person
Telephone / External
E-mail
Fax

Previous Report No	Fiber Composition
Season	Order No
Colour	Model / Style No

Sample Description
(The usage face must be clearly indicated on the fabric; if not specified, the technical face determined by the laboratory will be applied.)

No of Sample (s)

End Use ☐ Woman ☐ Man ☐ Child (.....years' old) ☐ ..... (Others)

Buyer's Region* ☐ Europe ☐ America ☐ Other : .....

Buyer's Name : .....

Product Type ☐ Trousers ☐ T-shirt ☐ Skirt ☐ Shirt ☐ ..... (Others)

* All tests will be performed in accordance with the requirements / standards of buyer's region, unless otherwise notified.

Fabric Weight

Care Label Requested care label will be used, unless otherwise there is no care label stated in the buyer's standard.



PLEASE TICK THE REQUESTED TEST(S)

☐ **Full Test up to the standard**

Dimensional Stability
☐ Washing
☐ Dry Cleaning
☐ Steaming

Appearance
☐ After Washing
☐ After Dry Cleaning
☐ Print Durability
☐ **Spirality**

Colourfastness
☐ Washing ☐ Crocking
☐ Water ☐ Sea Water
☐ Chlorine ☐ Non - Chlorine
☐ Light Grade .....
☐ Perspirated Light
☐ Perspiration ☐ Saliva
☐ Water Spotting
☐ Dry Cleaning
☐ Phenolic Yellowing
☐ Corrosion
☐ Flammability**
☐ Care Label Recommendation
☐ Care Label Control

Physical
☐ Tensile Strength
☐ Tear Strength
☐ Seam Slippage
☐ Seam Strength
☐ Snagging
☐ Abrasion (Cycle .....)
☐ Bursting Strength
☐ Fabric Weight
☐ Stretch & Recovery
☐ Fabric Count
☐ Attachment Strength
☐ Air Permeability
☐ Water Absorbency
☐ Water Repellence
☐ Water Permeability
☐ 16 CFR 1500.48 Sharp Edge
☐ 16 CFR 1500.49 Sharp Point
☐ 16 CFR 1501 Small Parts
☐ Pilling (ICI-ISO 12945-1)
Cycle/Hours: .....
☐ Pilling (Martindale-ISO 12945-2)
Cycle/Hours: .....
☐ Pilling (ASTM 3512)
Minutes: .....

Chemical
☐ pH value
☐ Chlorinated Organic Carriers (COC)
☐ AZO Dyestuff
☐ Allergeneous Dyestuff
☐ Carcinogenic Dyestuff
☐ Organic Tin Cmp ☐ TBT ☐ DBT ☐ DOT ☐ TPhT ☐ Others
☐ Polychlorophenols (PCP)
☐ Formaldeyhde (Sample should be sent closed pack.)

Heavy Metals
☐ Heavy Metals in Packaging (CONEG)
☐ Toxicity EN 71-3
☐ Extractable Heavy Metals
☐ Total Lead (Pb) Content
☐ Total Cadmium (Cd) Content
Nickel: ☐ Spot ☐ EN 1811 ☐ EN 12472
☐ Total Iron (Fe) Content

Test Packages
CPSIA: ☐ Lead ☐ Phthalate ☐ Cadmium
☐ GOTS (Global Organic Textile Tests)
☐ Oeko Tex 100 Package
☐ REACH (SVHC)
☐ KKDIK ☐ CMR (Entry 72)
☐ **Others** .....

Chemical
☐ APEO
☐ NAV Blue
☐ Acrylamide
☐ Preservatives
☐ Pesticides
☐ Odour
☐ Phthalates
☐ PVC
☐ Chromium VI
☐ BHT
☐ PFOS / PFOA
☐ PFCS
☐ Quinoline
☐ PAH
☐ DMFu
☐ C10-C13
☐ C14-C17
☐ BPA
☐ BPS
☐ Material Analysis (FTIR)
☐ Flame Retardants
☐ Open End&Ring
☐ **Fiber Composition***
☐ Filament Number

Therewith we declare to agree that **INTERTEK TEST HİZMETLERİ A.Ş.** perform tests within the conditions **specified in the whole pages** and to accept the price and payment terms that will be carried out for this service. We take all the responsibility of negative effects because of insufficient or wrong information that we have given above.
The liability of the Intertek Test Hizmetleri AS. in respect of any claims for loss, damage or expense of whatsoever nature and howsoever arising in respect of any breach of contract and/or any failure to exercise due skill and care by the Intertek Test Hizmetleri AS. shall in no circumstances exceed a total aggregate sum equal to ten (10) times the amount of the fee or commission payable in respect of the specific service required under the particular contract with the Intertek Test Hizmetleri AS.which gives rise to such claims provided however that the Intertek Test Hizmetleri AS.shall have no liability in respect of any claims for indirect or consequential loss including loss of profit and/or loss of future business and/or loss of production and/or cancellation of contracts entered into by the Principal. I accept.

Form Completion Date **Authorized Signature** **COMPANY'S CHOP (Also the chop of the company to be invoiced)**

..... / ..... / .....

Form LG.003/Rev.21/21.10.2026

* In fiber composition test an alternative method (AATCC 20 A)we used instead of EU directive method 8.
** Non-fire retardant polyurethane foam (BS 3379 Type B Hardness grade130 and of a density of 20–22 kg per m3) is used unless otherwise is requested for BS 5852 Part 1 Source 0 flammability test
Not -1: We will send you the method of analysis and all the required information that you asked.
Not -2: You can see our scope accreditation test/analysis by visiting TURKAK web site (www.turkak.org.tr) at paste, you will need to enter our lab code:AB-0716-T.

Intertek Test Hizmetleri A.Ş.
Merkez Mah. Sanayi Cad. No.23 Altındağ Plaza • Yenibosna, 34197 İstanbul / Türkiye • Tel: +90 212 496 46 46 (pbx) • Faks: +90 212 452 80 55
e-mail: intertek.turkey@intertek.com • web site:https://www.intertek.tr/

Intertek General Terms and Conditions of Services

These terms and conditions, together with any proposal, estimate or fee quote, form the agreement between you (the **Client**) and the Intertek entity (**Intertek**) providing the services contemplated therein.

1. INTERPRETATION

1.1 In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:
(a) Agreement means this agreement entered into between Intertek and the Client;
(b) Charges shall have the meaning given in Clause 5.1;
(c) Confidential Information means all information in whatever form or manner presented which: (a) is disclosed pursuant to, or in the course of the provision of Services pursuant to, this Agreement; and (b) (i) is disclosed in writing, electronically, visually, orally or otherwise howsoever and is marked, stamped or identified by any means as confidential by the disclosing party at the time of such disclosure; and/or (ii) is information, howsoever disclosed, which would- reasonably be considered to be confidential by the receiving party.
(d) Intellectual Property Right(s) means copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights howsoever existing
(e) Report(s) shall have the meaning as set out in Clause 2.3 below;
(f) Services means the services set out in any relevant Intertek Proposal, any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and may comprise or include the provision by Intertek of a Report;
(g) Proposal means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
1.2 The headings in this Agreement do not affect its interpretation.

2. THE SERVICES

2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Proposal Intertek has made and submitted to the Client.
2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared by Intertek in the course of providing the Services to the Client, together with status summaries or any other communication in any form describing the results of any work or services performed (Report(s)) shall be only for the Client's use and benefit.
2.4 The Client acknowledges and agrees that if in providing the Services Intertek is obliged to deliver a Report to a third party, Intertek shall be deemed irrevocably authorised to deliver such Report to the applicable third party. For the purposes of this clause an obligation shall arise on the instructions of the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trade, custom, usage or practice.
2.5 The Client acknowledges and agrees that any Services provided and/or Reports produced by Intertek are done so within the limits of the scope of work agreed with the Client in relation to the Proposal and pursuant to the Client's specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily reflect all standards which may apply to product, material, services, systems or process tested, inspected or certified. The Client understands that reliance on any Reports issued by Intertek is limited to the facts and representations set out in the Reports which represent Intertek's review and/or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only.
2.6 Client is responsible for acting as it sees fit on the basis of such Report. Neither Intertek nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Report.
2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

3. INTERTEK'S WARRANTIES

3.1 Intertek warrants exclusively to the Client:
(a) that it has the power and authority to enter into this Agreement and that it will comply with relevant legislations and regulations in force as at the date of this Agreement in relation to the provision of the Services;
(b) that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
(c) that it will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(f);
(d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party. This warranty shall not apply where the infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
3.2 In the event of a breach of the warranty set out in Clause 3.1 (b), Intertek shall, at its own expense, perform services of the type originally performed as may be reasonably required to correct any defect in Intertek's performance.
3.3 Intertek makes no other warranties, express or implied. All other warranties, conditions and other terms implied by statute or common law (including but not limited to any implied warranties of merchantability and fitness for purpose) are, to the fullest extent permitted by law, excluded from this Agreement. No performance, deliverable, oral or other information or advice provided by Intertek (including its agents, sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTIES AND OBLIGATIONS

4.1 The Client represents and warrants:
(a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
(b) that it is securing the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other person or entity;
(c) that any information, samples and related documents it (or any of its agents or representatives) supplies to Intertek (including its agents, sub-contractors and employees) is, true, accurate representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will rely on such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
(d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples, at the Client's cost; and
(e) that any information, samples or other related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in any circumstances, infringe any legal rights (including Intellectual Property Rights) of any third party.
4.2 In the event that the Services provided relate to any third party, the Client shall cause any such third party to acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
4.3 The Client further agrees:
(a) to co-operate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorised to provide instructions to Intertek on behalf of the Client and to bind the Client contractually as required;
(b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, any and all samples, information, material or other documentation necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services in accordance with this Agreement. The Client acknowledges that any samples provided may become damaged or be destroyed in the course of testing as part of the necessary testing process and undertakes to hold Intertek harmless from any and all responsibility for such alteration, damage or destruction;
(c) that it is responsible for providing the samples/equipment to be tested together, where appropriate, with any specified additional items, including but not limited to connecting pieces, fuse-links, etc;
(d) to provide instructions and feedback to Intertek in a timely manner;
(e) to provide Intertek (including its agents, sub-contractors and employees) with access to its premises as may be reasonably required for the provision of the Services and to any other relevant premises at which the Services are to be provided;
(f) prior to Intertek attending any premises for the performance of the Services, to inform Intertek of all applicable health and safety rules and regulations and other reasonable security requirements that may apply at any relevant premises at which the Services are to be provided;
(g) to notify Intertek promptly of any risk, safety issues or incidents in respect of any item delivered by the Client, or any process or systems used at its premises or otherwise necessary for the provision of the Services;
(h) to inform Intertek in advance of any applicable import/ export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/ imported to or from a country that is restricted or banned from such transaction;
(i) in the event of the issuance of a certificate, to inform and advise Intertek immediately of any changes during the term of the certificate which may have a material impact on the accuracy of the certification;
(j) to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
(k) that it will not use any Reports issued by Intertek pursuant to this Agreement in a misleading manner and that it will only distribute such Reports in their entirety;
(l) in no event will the contents of any Reports or any extracts, excerpts or parts of any Reports be distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld) in each instance; and
(m) that any and all advertising and promotional materials or any statements made by the Client will not give a false or misleading impression to any third party concerning the services provided by Intertek.
4.4 Intertek shall be neither in breach of this Agreement nor liable to the Client for any breach of this Agreement if and to the extent that its breach is a direct result of a failure by the Client to comply with its obligations as set out in this Clause 4. The Client also acknowledges that the impact of any failure by the Client to perform its obligations set out herein on the provision of the Services by Intertek will not affect the Client's obligations under this Agreement for payment of the Charges pursuant to Clause 5 below.

5. CHARGES, INVOICING AND PAYMENT

5.1 The Client shall pay Intertek the charges set out in the Proposal, if applicable, or as otherwise contemplated for provision of the Services (the Charges).
5.2 The Charges are expressed exclusive of any applicable taxes. The Client shall pay any applicable taxes on the Charges at the rate and in the manner prescribed by law, on the issue by Intertek of a valid invoice.
5.3 The Client agrees that it will reimburse Intertek for any expenses incurred by Intertek relating to the provision of the Services and is wholly responsible for any freight or customs clearance fees relating to any testing samples.
5.4 The Charges represent the total fees to be paid by the Client for the Services pursuant to this Agreement. Any additional work performed by Intertek will be charged on a time and material basis.
5.5 Intertek shall invoice the Client for the Charges and expenses, if any. The Client shall pay each invoice immediately upon receipt if a certain payment term is not agreed by both parties. Intertek keeps the right to ask for advance payment.
5.6 If any invoice is not paid on the due date for payment, Intertek shall have the right to charge, and the Client shall pay, interest on the unpaid amount, calculated from the due date of the invoice to the date of receipt of the amount in full at a rate equivalent to 2,5% per cent per annum above the base rate from time to time of HSBC Bank in the relevant currency.

6 INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

6.1 All Intellectual Property Rights belonging to a party prior to entry into this Agreement shall remain vested in that party. Nothing in this Agreement is intended to transfer any Intellectual Property Rights from either party to the other.
6.2 Any use by the Client (or the Client's affiliated companies or subsidiaries) of the name "Intertek" or any of Intertek's trademarks or brand names for any reason must be prior approved in writing by Intertek. Any other use of Intertek's trademarks or brand names is strictly prohibited and Intertek reserves the right to terminate this Agreement immediately as a result of any such unauthorised use.
6.3 In the event of provision of certification services, Client agrees and acknowledges that the use of certification marks may be subject to national and international laws and regulations.
6.4 All Intellectual Property Rights in any Reports, document, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, document, graphs, charts, photographs or other material for the purposes of this Agreement.
6.5 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client.
6.6 Intertek shall observe all statutory provisions with regard to data protection To the extent that Intertek processes or gets access to personal data in connection with the Services or otherwise in connection with this Agreement, it shall take all necessary technical and organisational measures to ensure the security of such data (and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

7 CONFIDENTIALITY

7.1 Where a party (the Receiving Party) obtains Confidential Information of the other party (the Disclosing Party) in connection with this Agreement (whether before or after the date of this Agreement) it shall, subject to Clauses 7.2 to 7.4:
(a) keep that Confidential Information confidential, by applying the standard of care that it uses for its own Confidential Information;
(b) use that Confidential Information only for the purposes of performing obligations under this Agreement; and
(c) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.
7.2 The Receiving Party may disclose the Disclosing Party's Confidential Information on a "need to know" basis:
(a) to any legal advisers and statutory auditors that it has engaged for itself;
(b) to any regulator having regulatory or supervisory authority over its business;
(c) to any director, officer or employee of the Receiving Party provided that, in each case, the Receiving Party has first advised that person of the obligations under Clause 7.1 and ensured that the person is bound by obligations of confidence in respect of the Confidential Information no less onerous than those set out in this Clause 7; and
(d) where the Receiving Party is Intertek, to any of its subsidiaries, affiliates or subcontractors.
7.3 The provisions of Clauses 7.1 and 7.2 shall not apply to any Confidential Information which:
(a) was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
(b) is or becomes public knowledge other than by breach of this Clause 7;
(c) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
(d) is independently developed by the Receiving Party without access to the relevant Confidential Information.
7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given the Disclosing Party prompt written notice of the requirement to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent the disclosure through appropriate legal means.
7.5 Each party shall ensure the compliance by its employees, agents and representatives (which, in the case of Intertek, includes procuring the same from any sub-contractors) with its obligations under this Clause 7.
7.6 No licence of any Intellectual Property Rights is given in respect of any Confidential Information solely by the disclosure of such Confidential Information by the Disclosing Party.
7.7 With respect to archival storage, the Client acknowledges that Intertek may retain in its archive for the period required by its quality and assurance processes, or by the testing and certification rules of the relevant accreditation body, all materials necessary to document the Services provided.

8 AMENDMENT

8.1 No amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorised signatory of each party.

9 FORCE MAJEURE

9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
(a) war (whether declared or not), civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
(b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lighting; explosions and fires;
(c) strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
(d) failures of utilities companies such as providers of telecommunication, internet, gas or electricity services.
9.2 For the avoidance of doubt, where the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
9.3 A party whose performance is affected by an event described in Clause 9.1 (a Force Majeure Event) shall:
(a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
(b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
(c) continue to provide Services that remain unaffected by the Force Majeure Event.
9.4 If the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.

10 LIMITATIONS AND EXCLUSIONS OF LIABILITY

10.1 Neither party excludes or limits liability to the other party:
(a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors; or
(b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
10.2 Subject to Clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this Agreement or any matter arising out of or in connection with the Services to be provided in accordance with this Agreement shall be the amount of Charges due by the Client to Intertek under this Agreement.
10.3 Subject to Clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
(a) loss of profits;
(b) loss of sales or business;
(c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
(d) loss of or damage to goodwill or reputation;
(e) loss of anticipated savings;
(f) cost or expenses incurred in relation to making a product recall;
(g) loss of use or corruption of software, data or information; or
(h) any indirect, consequential loss, punitive or special loss (even when advised of their possibility).
10.4 Any claim by the Client against Intertek (always subject to the provisions of this Clause
10) must be made within ninety (90) days after the Client becomes aware of any circumstances giving rise to any such claim. Failure to give such notice of claim within ninety (90) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the provision of Services under this Agreement.

11 INDEMNITY

11.1 The Client shall indemnify and hold harmless Intertek, its officers, employees, agents, representatives, contractors and sub-contractors from and against any and all claims, suits, liabilities (including costs of litigation and attorney's fees) arising, directly or indirectly, out of or in connection with:
(a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any law, ordinance, regulation, rule or order of any governmental or judicial authority;
(b) claims or suits for personal injuries, loss of or damage to property, economic loss, and loss of or damage to Intellectual Property Rights incurred by or occurring to any person or entity and arising in connection with or related to the Services provided hereunder by Intertek, its officers, employees, agents, representatives, contractors an sub-contractors;
(c) the breach or alleged breach by the Client of any of its obligations set out in Clause 4 above;
(d) any 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 exceeds the limit of liability set out in Clause 10 above;
(e) any claims or suits arising as a result of any misuse or unauthorised use of any Reports issued by Intertek or any Intellectual Property Rights belonging to Intertek (including trade marks) pursuant to this Agreement; and
(f) any claims arising out of or relating to any third party's use of or reliance on any Reports or any reports, analyses, conclusions of the Client (or any third party to whom the Client has provided the Reports) based in whole or in part on the Reports, if applicable.
11.2 The obligations set out in this Clause 11 shall survive termination of this Agreement.

12 INSURANCE POLICIES

12.1 Each party shall be responsible for the arrangement and costs of its own company insurance which includes, without limitation, professional indemnity, employer's liability, motor insurance and property insurance.
12.2 Intertek expressly disclaims any liability to the Client as an insurer or guarantor.
12.3 The Client acknowledges that although Intertek maintains employer's liability insurance, such insurance does not cover any employees of the Client or any third parties who may be involved in the provision of the Services. If the Services are to be performed at premises belonging to the Client or third parties, Intertek's employer's liability insurance does not provide cover for non-Intertek employees.

13 TERMINATION

13.1 This Agreement shall commence upon the first day on which the Services are commenced and shall continue, unless terminated earlier in accordance with this Clause 13, until the Services have been provided.
13.2 This Agreement may be terminated by:
(a) either party if the other continues in material breach of any obligation imposed upon it hereunder for more than thirty (30) days after written notice has been dispatched by that Party by recorded delivery or courier requesting the other to remedy such breach;
(b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or
(c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.
13.3 In the event of termination of the Agreement for any reason and without prejudice to any other rights or remedies the parties may have, the Client shall pay Intertek for all Services performed up to the date of termination. This obligation shall survive termination or expiration of this Agreement.
13.4 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration.

14 ASSIGNMENT AND SUB-CONTRACTING

14.1 Intertek reserves the right to delegate the performance of its obligations hereunder and the provision of the Services to one or more of its affiliates and/ or sub-contractors when necessary. Intertek may also assign this Agreement to any company within the Intertek group on notice to the Client.

15 GOVERNING LAW AND DISPUTE RESOLUTION

15.1 This Agreement and the Proposal shall be governed by Turkish law. The parties agree to submit to the non-exclusive jurisdiction of the Turkish Courts in respect of any dispute or claim arising out of or in connection with this Agreement (including any non-contractual claim relating to the provision of the Services in accordance with this Agreement).

16 MISCELLANEOS

Severability

16.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed without the invalid illegal or unenforceable provision. If the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.

No partnership or agency

16.2 Nothing in this Agreement and no action taken by the parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party the partner, agent or legal representative of the other. Waivers
16.3 Subject to Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.
16.4 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

Whole Agreement

16.5 This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to those transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.
16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement) made by or on behalf of any other party before the acceptance or signature of this Agreement. Each party waives all rights and remedies that, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
16.7 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.

Third Party Rights

16.8 A person who is not party to this Agreement has no right to enforce any of its terms.

Further Assurance

16.9 Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.

Intertek Turkey Special Services Conditions

1 Principal must fill in the request form completely and correctly. Reports are based on the information on the request form. Any request to change on the information already given on the form should be stated in written way and before test procedures have started. If the request is after the report has been issued, the re-issued report cost in the price list will be charged. Verbal request for report revision will not be taken into consideration; reports and invoices will be prepared in accordance with the original information on the request form.
2 Authorized signature and chop of the Principal is a must on the request forms. Principal will be held responsible for wrong signature or chop.
3 Submissions of the Principal, with missing information on the form or insufficient sample can not be started. The date on which the deficiencies are completed, will be accepted as the first working day.
4 Samples of Principal, which are not tested for the reasons of insufficient amount, lack of information or payment problem will be kept only for one week. Company will not be responsible for the storage of those not collected by applicant within this time limit.
5 If the Principal applies for returning of the sample back, it should be taken within one week time from our laboratory. In cases of delivery, the courier cost will be paid by Principal.
6 Cancellation requests of the tests of shuttle and sameday services will be considered valid if applied within the same day. If cancellation shuttle is requested, this will be applied at the discretion of the company.
7 Tested specimens are stored for three months, remaining ones for one month and then disposed of.
8 Reports are printed and delivered once if no other agreement exists. The request for more than 1 original report is subject to the price, which is stated in the price list.
9 Reports are issued in English. The request for reports in Turkish or in other languages is subject to the price, which is stated in the price list.
10 If another firm mentioned by the Principal to be charged for test payment, this company should declare its agreement on service conditions of Company in a written way with authorized signature and company chop
11 See the below table for the minimum required sample quantity for the individual tests. Principal will be also given information on captioned pre-test requests.
12 Any liabilities (including stamp tax or other taxes) arising from this agreement will be shared between the both parties. Declarations and tax settlement will be handled by the Customer and half of it will be invoiced to Intertek Test Hizme tleri A.Ş
13 Laboratory shall be responsible for privacy and security of customer information.
14 When legal authority requires to have confidential information of the customer without informing the customer, the customer will not be notified of the information provided.
15 When the customer requests a statement of conformity to a specification or standard for the test (e.g. pass/fail, in-tolerance/out-of-tolerance), shared risk decision rule is applied. Test results are reported without considering total uncertainty and confidence level. When shared risk decision rule is not applied by the request of the customer, as measurement uncertainty is evaluated within level of confidence of 95%, False Accept (Consumer's risk) or False Reject (Producer's risk) decision rule is applied according to the customer's request. In case of a different request on decision rule, the laboratory should be notified by the customer.
16 In case of unforeseeable compelling reasons (e.g. work load, temporary capacity change, equipment breakdown etc.), the laboratory shall subcontract the test to an accredited 3rd party laboratory temporarily.
17 With this contract, it is accepted that TÜRKAK may visit Intertek's customers on-site, when necessary and applicable, in order to examine the service provided by Intertek and provide TÜRKAK with the necessary information regarding the analyses made by Intertek.
18 The permission to use the accreditation mark that Intertek received from the Turkish Accreditation Agency (TÜRKAK) belongs only to Intertek. It cannot be used for any other purpose by the customer, supplier or any third party.

Recommended minimum amount of samples for the tests

A. Colourfastness tests	40 cm x 40 cm for each test
	60 cm full width for full analysis (for plain-coloured)
B. Physical tests	
1- Dimensional stability	Woven: 75 cm x 75 cm, Knit: 80 cm x full width
2- Appearance after washing ..	2 garments (1 for testing, 1 for comparing as original)
	1.5 m x full width
3- Flammability (CFR Part 1610).....	50 cm x full width for each individual test
4- Strength tests ..... (tensile, tear, bursting, seam slippage etc.)	50 cm x 50 cm
5- Yarn no/Construction.....	50 cm x full width for each
6- Fabric performance tests .... (pilling, abrasion etc.)	individual test
C. Composition and Analytical tests	50 cm x 50 cm
1- Fabric fiber composition.....	1 garment
2- Garment fiber composition.....	50 cm x 50 cm for each test
3- Analytical tests..... (Formaldehyde, pH value etc.)	8 accessories min
4- Analytical tests ..... (for accessories)	20 accessories min
5- Lead content test ..... (on accessories)	
D. Care label recommendation	2 m x full width
Fabric	4 garments + accessories (if any)
Garment.....	

CONFIRMATION

(COMPANY'S CHOP SIGNATURE)

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