


Doc. No.: TPV-LAB-QAF-024.6	<h1 style="text-align: center;">FORM</h1> <h2 style="text-align: center;">TEST REQUEST FORM HARDLINES</h2>	
Effected Date: 2014/06/02		
Revision: 03		
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<b>A. SERVICE REQUIRED</b>		
<input checked="" type="checkbox"/> Regular (5-7 Working Days or per testing nature)	<input type="checkbox"/> Rush (2-3 Working Days - 40% Surcharge)	<input type="checkbox"/> Priority (24 hours - 100% Surcharge)
<input type="checkbox"/> First Time Test	<input type="checkbox"/> Re-Test (if retest, please write previous report# at beside section)	Previous Report#
<input type="checkbox"/> Draft CPC/GCC (Children Product Certificate/ General Conformity Certificate) request (\$25/each CPC/GCC). Please also fill in Additional form (page 2) for Importer and Person Maintaining Records		
<input type="checkbox"/> Third party testing request <input type="checkbox"/> Quotation before testing (test will be placed on hold until receiving confirmation) <b>or</b> testing per provided Quotation#		

**B. APPLICANT (VENDOR/SUBMITTER) INFORMATION:**

<b>Company Name:</b> CÔNG TY TNHH NOBLE HOUSE FURNISHINGS VIETNAM	
<b>Address &amp; Post Code:</b> 48 VO CHI CONG, PHUONG HOA XUAN, QUAN CAM LE, THANH PHO DA NANG, VIETNAM	
<b>Contact Person:</b> TRAN THI MINH CHI (NAOMI)	<b>Tax Code :</b>
<b>Tel:</b> 0775526704 <b>Fax:</b>	<b>Email :</b> Naomi.tran@noblehousehome.com
<b>CC Reports To Email 1:</b> tnc@noblehousehome.com <b>Email 2:</b> hev@noblehousehome.com <b>Email 3:</b> tony@noblehousehome.com	
<b>Invoice to Applicant:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If no, please fill in billing information below)	<b>Report to Applicant:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If no, please fill in "Report To" below)
<b>Billing Company:</b> Công ty TNHH Noble House Home Furnishings Việt Nam.	<b>Report To (Company name):</b>
<b>Address:</b> 48 Võ Chí Công, phường Hòa Xuân, quận Cẩm Lệ, thành phố Đà Nẵng, Việt Nam.	<b>Address:</b>
<b>Contact Person:</b> TRAN THI MINH CHI (NAOMI)	<b>Contact Person:</b>
<b>Tel/Fax:</b> 0775526704 <b>Tax Code :</b> 0401983068	<b>Tel/Fax:</b>
<b>E-mail:</b> Naomi.tran@noblehousehome.com	<b>E-mail:</b>

**C. PRODUCT INFORMATION: (if any information is not available or not needed to show on test report, please leave blank)**

<b>Sample Description / Product Name</b>	Item#62603.00GRY-HUWOCO (1 <sup>st</sup> testing)		
<b>ASIN</b>	B07D7R36V7	<b>Date of Production</b>	
<b>Manufacturer</b>		<b>Buyer/Client</b>	
<b>Country of Origin</b>		<b>Agent</b>	
<b>Model/Style#</b>		<b>Country of Destination/Market</b>	
<b>Item#</b>		<b>P.O. #</b>	
<b>SKN/SKU#</b>		<b>Color</b>	
<b>UPC#</b>		<b>Wood Type or specie/ Material:</b>	
<b>Final packaging</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No, final packaging is not available	<b>Quantity of sample(s) submitted:</b>	
<b>Assembly Instruction included</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Fiber content (for fabric/PU/vinyl)</b>	
<input type="checkbox"/> State Age Grade Used for testing      OR <input type="checkbox"/> Age Grade determined by TUV SUD Vietnam			

**D. TEST REQUEST: ( If no desired test request or checkbox is found, please specify at section E)**

<input type="checkbox"/> <b>PRODUCT (QUALITY) TEST:</b>	<input type="checkbox"/> <b>TRANSIT (PACKAGING) TEST:</b>
<input type="checkbox"/> Per protocol/standard:	<input type="checkbox"/> Per protocol:
<b>Additional Product (Quality) test:</b> please choose below:	<b>Per test method:</b> please choose below:
<input type="checkbox"/> US Lead in surface coating ( CPSIA – 16 CFR 1303 – Limit: 90 ppm ) <input type="checkbox"/> US Lead in substrate ( CPSIA – Limit: 100 ppm ) <input type="checkbox"/> Canada Total lead content in surface coating (CCPSA/ Surface coating materials regulations) <input type="checkbox"/> Illinois lead content in surface coating (40ppm) <input type="checkbox"/> Illinois lead content in substrate (40ppm ) <input type="checkbox"/> Phthalates content, please state name (Ex: BBP/ DBP...):  <input type="checkbox"/> Heavy metals in coating - ASTM F963 (US) <input type="checkbox"/> Heavy metals in substrate - ASTM F963 (US) <input type="checkbox"/> Canada Heavy metals content in surface coating (CCPSA / Toys regulations) <input type="checkbox"/> EN 71-3: 2013 (19 heavy metals) <input type="checkbox"/> CA TB 117-2013, please fill out which section: _____	<input type="checkbox"/> ISTA 1A ( for item ≤ 150Lbs) <input type="checkbox"/> ISTA 1B ( for item > 150Lbs) <input type="checkbox"/> ISTA 1C/1D (All types of weight) <input type="checkbox"/> ISTA 2A ( for item ≤ 150Lbs) <input type="checkbox"/> ISTA 2B ( for item > 150Lbs) <input type="checkbox"/> ISTA 2C ( for Case Goods) <input type="checkbox"/> Atmospheric Conditioning (Optional) <input type="checkbox"/> ISTA 3A ( for item ≤ 150Lbs) <input type="checkbox"/> Atmospheric Conditioning (Optional) <input type="checkbox"/> ISTA 3B <input type="checkbox"/> Atmospheric Conditioning (Optional) <input checked="" type="checkbox"/> ISTA 6-AMAZON <input type="checkbox"/> NMFTA, Item 181 <input type="checkbox"/> ISTA 6-FEDEX-A <input type="checkbox"/> Bursting strength - TAPPI T810 <input type="checkbox"/> Edgewise Compressive Strength - TAPPI T839

**CPSIA testing to complete reasonable testing program for Third Party testing:**

<input type="checkbox"/> CPSIA Total Lead content in Surface Coating (Limit: 90 ppm) (included use & abuse test with additional charge \$26/item for children product)	
<input type="checkbox"/> Individual <b>or</b> <input type="checkbox"/> Composite (up to 3 colors/ coatings) (more sample size is needed) (Required Individual result if fail <input type="checkbox"/> Yes <b>or</b> <input type="checkbox"/> No)	
<input type="checkbox"/> CPSIA Total Lead content in Substrate (included use & abuse test with additional charge for children product) – Limit: 100 ppm	
<input type="checkbox"/> Individual <b>or</b> <input type="checkbox"/> Composite (up to 3 like materials except metal)	
<input type="checkbox"/> CPSIA Phthalates content <input type="checkbox"/> Individual <b>or</b> <input type="checkbox"/> Composite (up to 3 like materials)	
<input type="checkbox"/> BBP/DBP/DEHP content	
<input type="checkbox"/> DNOP/DINP/ DIDP content	
<input type="checkbox"/> BBP/DBP/DEHP/DINP/DIBP/DPENP/DHEXP/DCHP (product manufactured/imported as of April 25, 2018)	
<input type="checkbox"/> BBP/DBP/DEHP/DINP/DIBP/DPENP/DHEXP/DCHP/DIDP/DNOP	
<input type="checkbox"/> Client's DnHP content	

<input type="checkbox"/> <b>EU MARKET (Please write clearly test standard/method with version , ex: BS EN 12520:2015)</b>	
<input type="checkbox"/> Indoor furniture:	Please select level for testing: <input type="checkbox"/> Level 1 <input type="checkbox"/> Level 2 <input type="checkbox"/> Level 3 <input type="checkbox"/> Level 4 <input type="checkbox"/> Level 5
<input type="checkbox"/> Outdoor furniture:	Please select level for testing: <input type="checkbox"/> Camping Level <input type="checkbox"/> Domestic Level <input type="checkbox"/> Contract Level
<input type="checkbox"/> Children furniture:	

**E. OTHER TESTS/INSTRUCTIONS, PLEASE WRITE HERE:**

(All requested test(s) will be performed according to the test method(s)/ standards(s) appropriate to industrial practice which is determined by the laboratory, unless specified.)

***Please ensure to include page 3 when submitting the signed TRF***

THIS TEST REQUEST IS SUBJECT TO THE CONDITIONS OF TESTING SET FORTH ON PAGE THREE. We request the above testing and/or services and agree that all testing and/or services will be carried out subject to BVCPS' scale of charges and turnaround times as set forth in the current price list at the time of testing and/or service delivery.

**SAMPLE RETURN** ☐ Self-collect after testing ☐ Destroy after testing

Date: \_\_\_\_\_ Authorized Signature and Chop: \_\_\_\_\_

**ADDITIONAL INFORMATION FORM FOR CPC/ GCC**

CPSIA applicable rules review and CPC/GCC under TUV SUD CPC/GCC service scope - Request Form

**Note: Only fill out below sections if GCC/CPC checkbox in page 1 is selected.**

<b>MANUFACTURER'S INFORMATION</b> (Required for Domestic Manufacturer's)	
Company Name:	_____
Mailing Address:	_____ _____ _____
Telephone No.:	_____
<b>IMPORTER'S INFORMATION</b> (Required for Imports)	
Company Name:	_____
Mailing Address:	_____ _____ _____
Telephone No.:	_____
<b>PERSON MAINTAINING TEST RECORD INFORMATION</b>	
Contact Person:	_____
Mailing Address:	_____ _____ _____
Telephone No.:	_____
Email Address	_____
Date of Manufacturer:	_____ (MM/YYYY)
Place of Manufacturer:	_____ (City / Province / Country)



## General Terms and Conditions of Business

of TÜV SÜD PSB Pte Ltd (hereinafter referred to as "TÜV SÜD")

### 1. General

1.1 These General Terms and Conditions of Business are applicable to all Product Testing / Inspection / Certification Services and other services provided by TÜV SÜD ("the Services").

1.2 The client shall accept TÜV SÜD's General Terms and Conditions of Business and the prices valid at the time of order placement. Deviating terms and conditions of business of individual clients cannot be recognized as a matter of principle.

1.3 Ancillary agreements, promises and other statements by TÜV SÜD employees or officially authorized experts called in by TÜV SÜD shall only be considered binding if expressly confirmed by TÜV SÜD and in writing. This shall also apply to any amendments to these terms and conditions.

### 2. Contractual Performance and Clients' Responsibilities

2.1 TÜV SÜD shall perform the Services in accordance to TÜV SÜD customary manner unless otherwise agreed in writing. Unless otherwise explicitly agreed in writing, no responsibility shall be assumed for the correctness of the safety programs and safety regulation on which the tests and inspections have been based.

2.2 TÜV SÜD shall be entitled to make use of sub-contractors in the implementation of the order.

2.3 The scope of the Services to be performed by TÜV SÜD shall be defined in writing on placement of order. If any modification or extension of the scope prove necessary within the context of due performance of the contract, they shall be additionally agreed upon in advance and in writing.

2.4 The client shall supply the necessary accessories, information and / or documents, for the Services including any foreign test reports, company test reports, product specifications, catalogues and instruction manuals. Until all necessary accessories, information or documents are supplied, TÜV SÜD will not commence the Services.

2.5 TÜV SÜD, at its sole discretion, reserves the right not to undertake the Services and terminate the agreement for the same in the event the client fails to comply with the terms and conditions set out herein.

### 3. Deadlines, Delay or Failure of Performance

3.1 The deadlines for contractual performance quoted by TÜV SÜD shall be binding only if this has been explicitly agreed upon in writing.

3.2 TÜV SÜD shall not be liable for any delay or failure in respect of its contractual performance arising from any cause outside its control.

3.3 In the event that TÜV SÜD's contractual performance is delayed due to any cause outside its control, TÜV SÜD shall have the option at its sole discretion to either (i) extend the period for performance in accordance to the period of delay or (ii) terminate the agreement for the Services.

### 4. Warranty

4.1 Warranty by TÜV SÜD only covers contractual services with which it has been explicitly commissioned as per Section 2.1. Warranty regarding the proper condition and overall functioning of the plants to which the inspected or tested parts belong shall therefore be excluded. In particular, TÜV SÜD shall not assume any responsibility for the design, materials and construction of the examined plants unless these issues have been explicitly included in the contract. Even if the latter is the case, the warranty and the legal responsibility of the manufacturer shall be neither restricted nor assumed.

4.2 Any warranty given by TÜV SÜD shall initially be restricted to supplementary performance to be completed within a reasonable time limit. Should such supplementary performance fail, i.e. be impossible or unacceptable for the customer or be unjustifiably refused or delayed by TÜV SÜD, the customer shall be entitled, at its discretion, either to a reduction of the price or rescission of the contract.

4.3 TÜV SÜD warrants that it will exercise reasonable care and diligence in performing the service herein. Save as provided herein, all other warranties by TÜV SÜD, whether expressed or implied, are hereby expressly excluded.

4.4 The client warrants that all information and/or documents supplied to TÜV SÜD are accurate and correct in all aspects and shall indemnify TÜV SÜD for all loss and damages arising from the Services herein caused by incorrect information and/or documents supplied by the client.

### 5. Liability

5.1 TÜV SÜD shall only be liable for damages – regardless of their legal basis – if TÜV SÜD has caused any damage as a result of an intentional or grossly negligent act or if TÜV SÜD has negligently breached a substantial contractual obligation ("material obligation"). In the event that TÜV SÜD is in breach of any substantial contractual obligations, TÜV SÜD shall only be liable for the damage related to and typically foreseeable under the particular contract at the time of entering into the contract.

5.2 Whilst all reasonable care will be taken where the product / equipment is in TÜV SÜD's custody, TÜV SÜD shall not under any circumstances be responsible for any loss or damage to the product / equipment during transit or while in the custody of TÜV SÜD. The client shall arrange for all necessary insurance against accidental loss or damage to the product / equipment, either in transit or at TÜV SÜD premises.

5.3 Unless there is a written request made for the return of the product / equipment at the time when they are delivered to TÜV SÜD for testing or the agreement for testing expressly provides for the return of the product / equipment, all product / equipment provided to TÜV SÜD for testing will be disposed after 1 month from the date of testing.

5.4 TÜV SÜD shall not be liable for any damages caused as a result of a negligent breach of a non-substantial contractual obligation.

5.5 "Substantial contractual obligations" are those obligations that protect the customer's legal interests deemed to be substantial to the contract, which the contract, based on its content and purpose, must specifically grant to the customer, further, such contractual obligations are substantial which are deemed to be prerequisites for proper performance of a contract and upon the observance of which the customer has generally relied and may rely.

5.6 TÜV SÜD shall not be liable for any incidental, indirect, special or consequential loss or damage whatsoever, including, but not limited to, loss of revenue, profits, contracts, business or anticipated savings, or loss of goodwill or reputation, whether foreseeable or not and whether arising from any act or omission on the part of TÜV SÜD in the provision of the Services.

5.7 Any person making claims under this contract shall without delay inform TÜV SÜD in writing about any potential damage for which TÜV SÜD could be liable.

5.8 If claims for damages against TÜV SÜD are excluded or limited, this shall extend to any personal liability of any statutory organs, experts, miscellaneous employees, vicarious agents or any other auxiliary personnel of TÜV SÜD.

5.9 TÜV SÜD total liability to the client under or in connection with the agreement for Services and/or in tort (including negligence) in any event (other than death or personal injury resulting from TÜV SÜD's negligence) shall not exceed the amount of fees paid by the client to TÜV SÜD in respect of the Services.

### 6. Terms of Payment, Prices

6.1 Unless a fixed price or other calculation basis has been explicitly agreed upon, services shall be billed in accordance with the prices of TÜV SÜD valid at the time of contract conclusion. In the absence of a valid schedule of prices, contractual provisions must be agreed on a case-by-case basis.

6.2 If there is a period of more than 4 months between placement of the order and completion of the order by TÜV SÜD and there has been a price increase in the meantime, then the modified price shall be used as the basis of calculation as of the 5th month.

6.3 Reasonable advance payments may be requested and/or partial invoices covering services already rendered may be made out. Partial invoices need not be designated as such. The receipt of an invoice does not mean that the order has been billed completely by TÜV SÜD.

6.4 Companies who are not given any credit terms by TÜV SÜD have to pay in advance. For companies who are given credit terms by TÜV SÜD, an invoice will be issued when a job is completed and the fees shall be remitted to TÜV SÜD within thirty days of presentation of the invoice.

6.5 The client agrees to indemnify and pay TÜV SÜD for all taxes, levies and duties including, but not limited to, goods and services tax or withholding tax which TÜV SÜD may be liable to pay as a result of providing the services to the client herein.

6.6 Any objections to invoices must be made in writing to TÜV SÜD within a 14-day preclusion period after receipt of invoice, with reasons stated.

6.7 When a client decides to cancel the order for the Services (other than audits), he may only do so by giving a notice in writing to TÜV SÜD within three working days after confirmation of the order. The client will be charged for all Services performed prior to such cancellation. If TÜV SÜD does not receive any written notice of such cancellation within this period, the full fee for the Services will be charged.

6.8 For audits, any request for cancellation or postponement of the audit must be given within six weeks in advance of the scheduled audit date. If TÜV SÜD does not receive any request for cancellation or postponement of the audit within this period, the full fee for the audit will be charged.

### 7. Secrecy, Copyright, Data Protection

7.1 TÜV SÜD shall have the right to copy and file any written documents submitted for perusal which are important for performance of the order.

7.2 In as far as expert opinions, audit reports and the like that are protected by copyright are prepared within the scope of contractual performance, TÜV SÜD shall grant the customer a simple, non-transferable right of use, if this is required by the underlying purpose of the contract. This transfer of copyright explicitly shall not include the transfer of any other rights; the customer shall, in particular, not be entitled to change (process) or use expert opinions, audit reports, test results, calculations and the like outside its business.

7.3 TÜV SÜD, its employees, and the expert engineers called in by TÜV SÜD shall not, without authorization, disclose or use any confidential information belonging to the client which they become cognizant during their activities provided that this clause shall not apply to information that is already known to TÜV SÜD prior to such disclosure, or passes into the public domain otherwise than as a result of a breach of this confidentiality obligation on the part of TÜV SÜD; or was received from a third party who is not under any confidentiality obligations or who did not acquire the information in confidence; or was independently conceived or developed by TÜV SÜD without reference to the disclosed confidential information.

### 8. Lien

8.1 In addition to any right of lien to which TÜV SÜD may be entitled by law, TÜV SÜD shall be entitled to a general lien on all product / equipment submitted for the Services.

### 9. Indemnity

9.1 The client shall indemnify TÜV SÜD fully against all loss or damages suffered and cost and expenses incurred by TÜV SÜD and all claims by any third parties as a result of provision of the Services (including but not limited to the improper use of the test reports, supply of inaccurate information and/or documents to TÜV SÜD or any claim by third party for infringement or intellectual property rights and/or for discovery of information and/or for delivery of documents or products / equipment) unless the same is caused by the act or neglect of TÜV SÜD.

### 10. Court Appearance

10.1 In the event any of the employees of TÜV SÜD is requested by the client or summoned by the court upon application by the client or any other parties for his attendance in court as an expert witness on the subject of the Services provided, the Client agrees and shall pay TÜV SÜD for such attendance in court based on TÜV SÜD's prevailing rates for court attendance. TÜV SÜD may at its sole discretion revise its rates for court attendance from time to time.

### 11. Governing Law

11.1 The agreement for the Services shall be governed by and construed in accordance with the laws of Viet Nam.

11.2 TÜV SÜD and the client agree to submit to the non-exclusive jurisdiction of the Viet Nam Courts.