

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 %60, for '24 hours' is %120 and "Same Day" service is %180 of the standard prices. Samples delivered after 02.00 pm will be recorded for the next day's entries.

APPLICANT INFORMATION

INVOICING INFORMATION

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

SAMPLE AND REPORT SENDING INFORMATION

Agency Name	Previous Report No	Fiber Composition
Contact Person	Season	Order No
Telephone / External	Colour	Model / Style No
E-mail	Buyer's Region* <input type="checkbox"/> Europe <input type="checkbox"/> America <input type="checkbox"/> Other :	End Use <input type="checkbox"/> Woman <input type="checkbox"/> Man <input type="checkbox"/> Child (..... years' old) <input type="checkbox"/> (Others)
Sample Description (It is mandatory to indicate the face side clearly on the fabric)	No of Sample (s)	Product Type <input type="checkbox"/> Trousers <input type="checkbox"/> T-shirt <input type="checkbox"/> Skirt <input type="checkbox"/> Shirt <input type="checkbox"/> (Others)
Buyer's Name :		Fabric Weight
* All tests will be performed in accordance with the requirements / standards of buyer's region, unless otherwise notified.		
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)

<input type="checkbox"/> Full Test up to the standard	<input type="checkbox"/> <u>Physical</u>	<input type="checkbox"/> <u>Chemical</u>	<input type="checkbox"/> <u>Chemical</u>
<input type="checkbox"/> <u>Dimensional Stability</u>	<input type="checkbox"/> Tensile Strength	<input type="checkbox"/> pH value	<input type="checkbox"/> APEO
<input type="checkbox"/> Washing	<input type="checkbox"/> Tear Strength	<input type="checkbox"/> Chlorinated Organic Carriers (COC)	<input type="checkbox"/> NAV Blue
<input type="checkbox"/> Dry Cleaning	<input type="checkbox"/> Seam Slippage	<input type="checkbox"/> AZO Dyestuff	<input type="checkbox"/> Acrylamide
<input type="checkbox"/> Steaming	<input type="checkbox"/> Seam Strength	<input type="checkbox"/> Allergeneous Dyestuff	<input type="checkbox"/> Preservatives
<input type="checkbox"/> <u>Appearance</u>	<input type="checkbox"/> Snagging	<input type="checkbox"/> Carcinogenic Dyestuff	<input type="checkbox"/> Pesticides
<input type="checkbox"/> After Washing	<input type="checkbox"/> Abrasion (Cycle.....)	<input type="checkbox"/> Organic Tin Cmp <input type="checkbox"/> TBT <input type="checkbox"/> DBT <input type="checkbox"/> DOT <input type="checkbox"/> TPhT <input type="checkbox"/> Others	<input type="checkbox"/> Odour
<input type="checkbox"/> After Dry Cleaning	<input type="checkbox"/> Bursting Strength	<input type="checkbox"/> Polychlorophenols (PCP)	<input type="checkbox"/> Phthalates
<input type="checkbox"/> Print Durability	<input type="checkbox"/> Fabric Weight	<input type="checkbox"/> Formaldehyde (Sample should be sent closed pack.)	<input type="checkbox"/> PVC
<input type="checkbox"/> Spirality	<input type="checkbox"/> Stretch & Recovery	<input type="checkbox"/> <u>Heavy Metals</u>	<input type="checkbox"/> Chromium VI
<input type="checkbox"/> <u>Colourfastness</u>	<input type="checkbox"/> Fabric Count	<input type="checkbox"/> Heavy Metals in Packaging (CONEG)	<input type="checkbox"/> BHT
<input type="checkbox"/> Washing <input type="checkbox"/> Crocking	<input type="checkbox"/> Attachment Strength	<input type="checkbox"/> Toxicity EN 71-3	<input type="checkbox"/> PFOS / PFOA
<input type="checkbox"/> Water <input type="checkbox"/> Sea Water	<input type="checkbox"/> Air Permeability	<input type="checkbox"/> Extractable Heavy Metals	<input type="checkbox"/> PFCs
<input type="checkbox"/> Chlorine <input type="checkbox"/> Non - Chlorine	<input type="checkbox"/> Water Absorbency	<input type="checkbox"/> Total Lead (Pb) Content	<input type="checkbox"/> Quinoline
<input type="checkbox"/> Light Grade	<input type="checkbox"/> Water Repellence	<input type="checkbox"/> Total Cadmium (Cd) Content	<input type="checkbox"/> PAH
<input type="checkbox"/> Perspired Light	<input type="checkbox"/> Water Permeability	<input type="checkbox"/> Nickel: <input type="checkbox"/> Spot <input type="checkbox"/> EN 1811 <input type="checkbox"/> EN 12472	<input type="checkbox"/> DMFu
<input type="checkbox"/> Perspiration <input type="checkbox"/> Saliva	<input type="checkbox"/> 16 CFR 1500.48 Sharp Edge	<input type="checkbox"/> Total Iron (Fe) Content	<input type="checkbox"/> C10-C13
<input type="checkbox"/> Water Spotting	<input type="checkbox"/> 16 CFR 1500.49 Sharp Point	<input type="checkbox"/> <u>Test Packages</u>	<input type="checkbox"/> C14-C17
<input type="checkbox"/> Dry Cleaning	<input type="checkbox"/> 16 CFR 1501 Small Parts	<input type="checkbox"/> CPSIA: <input type="checkbox"/> Lead <input type="checkbox"/> Phthalate <input type="checkbox"/> Cadmium	<input type="checkbox"/> BPA
<input type="checkbox"/> Phenolic Yellowing	<input type="checkbox"/> Pilling (ICI-ISO 12945-1)	<input type="checkbox"/> GOTS (Global Organic Textile Tests)	<input type="checkbox"/> BPS
<input type="checkbox"/> Corrosion	<input type="checkbox"/> Cycle/Hours:.....	<input type="checkbox"/> Oeko Tex 100 Package	<input type="checkbox"/> Material Analysis (FTIR)
<input type="checkbox"/> Flammability**	<input type="checkbox"/> Pilling(Martindale-ISO 12945-2)	<input type="checkbox"/> REACH (SVHC)	<input type="checkbox"/> Flame Retardants
<input type="checkbox"/> Care Label Recommendation	<input type="checkbox"/> Cycle/Hours:.....	<input type="checkbox"/> KKDİK <input type="checkbox"/> CMR (Entry 72) <input type="checkbox"/> Others	<input type="checkbox"/> Open End&Ring
<input type="checkbox"/> Care Label Control	<input type="checkbox"/> Pilling (ASTM 3512)		<input type="checkbox"/> Fiber Composition*
	<input type="checkbox"/> Minutes:.....		<input type="checkbox"/> 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.18/01.02.2024

* 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 grade 130 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 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 herein.
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;

3.3 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;
(a) 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 so 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 fraud 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) 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 kind, or
(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 accruing 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 and sub-contractors;
(c) the breach or alleged breach of the Client of any of its obligations set out in Clause 4 above;
(d) any claims arising out of or in connection with the Services or expenses of whatsoever nature and however arising relating to the performance, purported performance or non-performance of any Services by the Client 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 in connection with the Client'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 public liability 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 if 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 arrangement or reconstruction) or an entrepreneur 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 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 for the efficient performance of any obligations under any agreement with or to any company within the Intertek group or 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. MISCELLANEOUS
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 invalid, illegal or unenforceability is so fundamental that it frustrates the commercial purpose of the 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.
16.3 Waiver
16.3.1 The Client shall not be deemed to have waived any of its rights or remedies by the acceptance or signature of this Agreement, or to exercise any right or remedy which it is entitled, shall not constitute a waiver and 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 The Proposal and the Proposal constitute 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 Clause 4) of the other party or its agents or signatories and shall remain liable in full for its obligations under 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 required from time to time in order to give full effect to its obligations under this Agreement.

Intertek Turkey Special Services Conditions

Table with 2 columns: Item description and Quantity/Details. Includes items like A. Colourfastness tests, B. Physical tests, C. Composition and Analytical tests.

CONFIRMATION (COMPANY'S CHOP SIGNATURE)

Intertek Test Hizmetleri A.Ş.

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