



Term & Conditions

Shipping Product Samples

To insure the integrity and security of samples sent to TÜV NORD Laboratory, we ask that our customers observe the following guidelines when shipping samples:

- ✓ Secure each food sample in its own container. Seal each sample package completely so that no leakage will occur. This is very important to prevent cross-contamination.
- ✓ Use packing materials that are strong enough to travel without damage or leakage.
- ✓ Samples needing refrigeration should be shipped appropriately. Please mark "refrigerate" on the outside of the package to ensure continuous refrigeration.
- ✓ Label each sample individually with the identification you would like included on the final report.

Sample Privacy

At TÜV NORD Laboratory, customer privacy is of utmost importance to us because it is important to YOU. We have provided full confidentiality to all of our partners. Not only do we have the right systems in place, but we also have the right people.

Quotation and To Submit Samples

Visit our website (<http://laboratory.tuv-nord.co.id>) to download a sample submission form and contact our marketing team to get quotation. Submit the completed form along with your samples to:

Head Office (Only for durable product):

PT. TUV NORD Indonesia
Perkantoran Hijau Arkadia, Tower F 7th Floor,
Suite 706. Jl. TB. Simatupang Kav.88 Pasar
Minggu, Jakarta Selatan.

Laboratory:

Laboratorium PT. TUV NORD Indonesia
Jl. Jababeka XVII E, Blok U No.27 B. Kawasan
Industri Jababeka I, Cikarang-Bekasi.

Contact Us:

Phone : 021-78837338 Ext.123
021-89840318
Fax : 021-78837336
021-89840320
Email : laboratorydivision@tuv-nord.com
herdi@tuv-nord.com

Standard Term and Conditions

All services provided by TÜV NORD Laboratory ("TÜV NORD Laboratory") are subject to the terms and conditions stated herein. As our client, you ("Client") understand and agree that placement of any order for our services constitutes acceptance of the terms and conditions stated herein. To the extent that any Client order contains any terms or conditions that vary from the terms and conditions stated herein, all such additional or varying terms and conditions shall be of no force or effect, and shall not be part of the Client-TÜV NORD Laboratory relationship or contract, even if TÜV NORD Laboratory performs the requested service.

CONFIDENTIALITY: Confidentiality is maintained in all interactions with Clients. Appropriate confidentiality agreements are signed willingly. If information is subpoenaed and released through the operation of any judicial, regulatory, or similar process, the Client is notified. In turn, the Client agrees to respect this relationship of trust. The Client agrees it will not use TÜV NORD Laboratory name or data in any manner which might cause harm to TÜV NORD Laboratory reputation and/or business. Under no circumstances is the name of TÜV NORD Laboratory to be published, either alone or in association with that of any other party, without prior written approval.

PAYMENT TERMS: Payment terms are Net 30 days. Prices are subject to change without notice. The payment can be transferred to PT. TUV NORD Indonesia, Bank HSBC World Trade Centre, A/C No. 050-074269-001.

BILLING: All fees or bills are charged directly to the Client, unless a third party has been authorized via a signed statement indicating payment responsibility. It is assumed that the paperwork submitted with a sample describes the testing desired. If changes are made after the originally requested testing is initiated or completed, the Client must accept payment responsibility. Please notify TÜV NORD Laboratory immediately if changes in testing are necessary.

SAMPLE SUBMISSION: Sample submission should be made on a TÜV NORD Laboratory "Analysis Order Form" (SPPC). Please contact our Laboratory staff to get complete information.

HAZARDOUS SUBSTANCES AND PATHOGENS: Any sample containing or suspected to contain a pathogen or substance that is considered hazardous must be clearly identified as such on the container and communicated to TÜV NORD Laboratory before shipping. TÜV NORD Laboratory reserves the right to refuse any sample which may pose a risk to employees.

ANALYSIS: TÜV NORD Laboratory strives to provide a seven (7) until ten (10) working day turnaround. Rush analysis is offered contingent upon pre-notification and approval of TÜV NORD Laboratory. However, a rush fee of 100% surcharge of the list fee will be added to the invoice for each analysis completed in fewer than five (5) working days at the request of the Client. TÜV NORD Laboratory reserves the right to outsource an analysis entirely at TÜV NORD Laboratory expense and without prior notification to Client, unless Client requests otherwise. Reported results relate only to the items tested and test reports shall not be reproduced except in full.

RECHECK ANALYSES: Rechecks performed at the Client's request may be charged to the Client if the recheck confirms the original results. In the event the recheck results significantly differ from the original result, the Client will not be charged for the duplicate assay.

LITIGATION: All costs associated with litigation or dispute, including compliance for all document subpoena, for oral or written testimony or preparation of same, or for any other purpose related to work provided by TÜV NORD Laboratory in connection with analyses/reports performed/ completed for the Client, shall be paid by the Client. Such costs include, but are not limited to, hourly charges, travel, accommodations, mileage, counsel, and all other expenses associated with said litigation or dispute.

WARRANTY AND LIMITS OF LIABILITY: TÜV NORD Laboratory warrants that all services will be performed in a timely manner by competent personnel. Any services performed by TÜV NORD Laboratory under proper technical direction by Client, which are determined by Client to have been performed improperly in light of the above warranty, and which after investigation by TÜV NORD Laboratory are acknowledged in writing by TÜV NORD Laboratory President Director to have been performed improperly, shall be corrected by TÜV NORD Laboratory without charge to Client, provided that Client provides TÜV NORD Laboratory with a written request for such correction within two (2) weeks after Client knew or should reasonably have known of the problem.

The liability of the TÜV NORD Laboratory 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 TÜV NORD Laboratory 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 TÜV NORD Laboratory which gives rise to such claims provided however that the TÜV NORD Laboratory 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 Client.

The TÜV NORD Laboratory shall not in any event be liable for any loss or damage caused by delay in performance or non-performance of any of its services where the same is occasioned by any cause whatsoever that is beyond the TÜV NORD Laboratory control including but not limited to war, civil disturbance, requisitioning, governmental or parliamentary restriction, prohibitions or enactment of any kind, import or export regulations, strike or trade dispute (whether involving its own employees or those of any other person), difficulties in obtaining workmen or materials, breakdown of machinery, fire or accident. Should any such event occur the TÜV NORD Laboratory may cancel or suspend any contract for the provision of services without incurring any liability whatsoever. The TÜV NORD Laboratory will not be liable to the Client for any loss or damage whatsoever sustained by the Client as a result of any failure by the TÜV NORD Laboratory to comply with any time estimate given by the TÜV NORD Laboratory relating to the provision of its services.

TÜV NORD Laboratory accepted no legal responsibility for the purpose for which the Client uses the test results or reports, or for any consequence of such use. TÜV NORD Laboratory provide no guidance regarding and accept no legal responsibility for the purpose for which the Client uses the test results or reports, and shall have no legal responsibility for any consequence of such use. Client agrees to indemnify and defend TÜV NORD Laboratory all claims, damages, liabilities, and expenses relating to Client's use of TÜV NORD Laboratory's services or Client's marketing, distribution, sale, or other dissemination of Client's products or services. The allocations of liability in this WARRANTY AND LIMITS OF LIABILITY section represent the agreed and bargained-for understanding between the Client and TÜV NORD Laboratory. TÜV NORD Laboratory fees for the services provided hereunder reflect such allocations.