

## TEST REQUEST FORM

Please type or print in **BLOCK LETTERS**

Company \_\_\_\_\_ Reference / PO# \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_ Email \_\_\_\_\_

**SAMPLE INFORMATION:** (Indicate correct side to test)

Description \_\_\_\_\_ No. of Unique Samples Submitted \_\_\_\_\_

Item Reference \_\_\_\_\_ Lot Number(s) \_\_\_\_\_

Remarks \_\_\_\_\_

**INSTRUCTIONS:** (To be completed by Client)

Date Submitted: \_\_\_\_\_

Type of Services Requested:

Product Testing

Round-Robin Testing

Comparison Testing

Test Specification Development

Customer Complaint (specify) \_\_\_\_\_

Other (specify) \_\_\_\_\_

Test(s) Required \_\_\_\_\_

Follow Test Standard / Method: \_\_\_\_\_ (If client test specification, please attach copy)

Remarks \_\_\_\_\_

Call to discuss applicable tests

Quotation requested prior to testing

Return sample (to cover shipping and handling charges, please use my shipping account number \_\_\_\_\_)

NOTE: FedEx Ground shipments are subject to an additional \$10 pick-up service charge

Expedited Service\* (5 Business days from Receipt of sample, 50% premium)

Email Report

Fax Report

Mail Report

\* NOTE: Special requests may require additional time

We request the above testing and/or services and agree to pay all charges at time of service unless otherwise agreed upon by Taber Industries. This test request is subject to the Conditions of Testing.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Please include a completed test request form with each package of samples and send to:

**TABER Industries**  
455 Bryant Street  
North Tonawanda, New York 14120  
Tel: (716) 694-4000 Fax (716) 694-1450  
Email: sales@taberindustries.com

## CONDITIONS OF TESTING

1. All orders for tests are subject to acceptance by Taber Industries (Company), and no order will constitute a binding obligation of the Company until such order is accepted by it, as evidenced by the issuance of a written report ("Test Report") by the Company.
2. Use of the Company's corporate name, trademarks and copyrights for advertising or other purposes is not permitted without the Company's prior written authorization. These include, but are not limited to Taber, Calibrase, Calibrade, Wearaser.
3. The Client will inform Company in advance of all known hazards and dangers, actual or potential, associated with any order or samples.
4. The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions. The Company represents that the Test Report will be free of error or omission caused by the negligence of the Company. Should the Client claim that the Test Report is inaccurate, incomplete or misleading or that additional or different testing is required, the Client will submit a written claim to the Company within 60 days after the date of issuance of the Test Report. The Company, at its option, may either (a) re-perform the deficient test, without charge to Client, or (b) refund to Client, without interest, the fee paid to the Company for such Test Report.
5. The Test Report will set forth the results of the tests performed by the Company. The information stated in the Test Report is derived from the results of inspection or testing procedures carried based upon the written instructions of client, and/or any technical standards, trade practices, or other circumstances which should in our opinion be taken into account. The Test Report will set forth the findings of the Company solely with respect to the test samples evaluated, and do not express any opinion upon the lot from which the samples were drawn. The Test Report will reflect the findings of the Company at the time of testing only, and the Company shall have no obligation to update the Test Report after its issuance.
6. The Test Report is intended for the exclusive use of Client and shall not be published, used for advertising purposes, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of the Company.
7. Client will be billed a handling and freight fee if samples are requested to be returned. The Company may, in its sole discretion, destroy samples which have been furnished to the Company for testing and which were not destroyed in the course of testing. Storage of samples at the customers request shall incur a storage charge payable by Client.
8. Unless a shorter period is provided by Company, payment in full shall be due 30 days after the date of invoice. The Company reserves the right, at any time and from time to time, to revoke any credit extended to Client. Client shall reimburse the Company for any costs it incurs in collecting past due amounts, including court costs and fees and expenses of attorneys and collection agencies.
9. EXCEPT TO THE EXTENT OF THE LIMITED WARRANTY SET FORTH IN SECTION 4, NO WARRANTY OR GUARANTEE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, IS MADE. IN NO EVENT WHATSOEVER SHALL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE SERVICES PROVIDED BY THE COMPANY HEREUNDER, INCLUDING WITHOUT LIMITATION LOSS OF OR DAMAGE TO PROPERTY, LOSS OF INCOME, PROFIT OR USE, OR CLAIMS OR DEMANDS MADE AGAINST CLIENT OR ANY OTHER PERSON BY ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF THE SERVICES PROVIDED BY THE COMPANY HEREUNDER. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN, UNDER NO CIRCUMSTANCES WHATSOEVER SHALL THE LIABILITY OF THE COMPANY IN RESPECT OF ANY CLAIM FOR LOSS, DAMAGE OR EXPENSE, OF WHATEVER NATURE OR MAGNITUDE, AND HOWEVER ARISING, EXCEED AN

AMOUNT EQUAL TO THE AMOUNT IN FEES PAID TO THE COMPANY FOR THE SPECIFIC SERVICES WHICH GAVE RISE TO SUCH CLAIM.

10. The Company shall not be liable for any loss or damage whatsoever resulting from the failure of the Company to provide its services within any time period for completion estimated by the Company. If Client anticipates using the Test Report in any legal proceeding, arbitration, dispute resolution forum or other proceeding, it shall so notify the Company prior to submitting the sample for testing. The Company shall not be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder resulting directly or indirectly from any cause that is beyond the control of the Company, including, but not limited to, fire, flood, tornado, hurricane or other acts of God, war, casualty, accident, embargo, governmental actions, orders of courts or tribunals, non-performance of third parties, strike, lock-out, or other difficulties with employees, inability timely to obtain labor, material, equipment or services through the Company's usual sources or delays of carriers. If any such event occurs, the Company may immediately cancel or suspend its performance hereunder without incurring any liability whatsoever to Client.
11. In the event any unforeseen problems or expenses arise in the carrying out the services the Company shall inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.
12. Conditions of Testing shall be governed by, and construed in accordance with, the laws of the Commonwealth of New York. Any proceeding related to the subject matter hereof shall be brought, if at all, in the courts of the Commonwealth of New York.