



ROUND ROBIN TEST APPLICATION FORM

Please send the filled form per [e-mail](mailto:rrt@testex.com) to rrt@testex.com or via fax to +41 44 206 42 30.
Information about all Round Robin Tests is available on our [website](#).

**LAB
CODE**

Company name: _____

Shipping address:

Billing address (if different):

Phone: _____ Fax: _____ E-Mail: _____

Contact person:

Last name: _____

Last name: _____

First name: _____

First name: _____

E-Mail: _____

E-Mail: _____

Preferred participation Round Robin Tests:

RRT Yarn	Yes	No				
RRT Fabric Properties	Yes	No				
RRT Function	Yes	No				
RRT Colour Fastness	Yes	No	if yes:	1x per year in February	2x per year in June	3x per year in October

Participation year: _____

Comments:

Date: _____

Signature:

General Terms and Conditions of TESTEX AG

1. Placing of orders

A clearly formulated, written test order stipulating the type and scope of the services required forms the basis for smooth execution of the test order.

2. Cancellation

If an order which has been placed is revoked, the work already performed up to the date of receipt of the cancellation will be invoiced in respect of actual expenditure on the basis of TESTEX AG's currently valid hourly rates.

3. Methodology

The tests will be performed in accordance with officially recognized standard methods. Where these do not exist, TESTEX AG will use processes it has developed itself. New methods can be developed in cooperation with the client and used by mutual agreement.

TESTEX AG retains sole ownership of any property rights or the exclusive right to exploit new methods developed together with the client.

As an accredited testing laboratory, TESTEX AG complies with standard ISO 17025 respectively ISO 17065.

4. Scale of charges

Prices are calculated in each individual case on the basis of the specific test order and the test methods used, and are offered to the client in writing with a period of validity of one month. The offer is binding upon TESTEX AG for this period. Special prices can be agreed upon for large-scale series of tests. All prices quoted are to be understood as exclusive of value added tax.

5. Delivery dates

The process time depends on the type and scope of the tests to be performed. The client is assured that the order will be dealt with as promptly as possible. Orders with advance payment will be dealt with immediately upon receipt of the credit to our account. Unforeseeable personnel absences or equipment failures release TESTEX AG from the obligation to adhere to agreed delivery dates, and preclude any claims for compensation which may arise therefrom.

6. Terms of payment

TESTEX AG's invoices must be settled net within the payment term from the invoice date as stipulated on the invoice. In the event of delayed payment, 5% interest becomes payable. Payments done in currencies other than CHF need to be approved by TESTEX AG. The amount due in foreign currencies will be determined in consideration of the actual exchange rate case by case. In the case of advance payment the invoiced amount must have been received by TESTEX AG before the order is processed.

7. Safekeeping of specimens and data

Any residue of the material tested will be stored for no more than 6 months. If the client wishes the residual material to be returned after testing is concluded, this must already be requested when placing the order. Test results are retained for five years.

8. Consultation of third parties

TESTEX AG can consult external specialists or other laboratories as required and in conformity mutatis mutandis with the duty to exercise due care as stipulated in the quality management system.

9. Secrecy

TESTEX AG undertakes to maintain strict secrecy vis-à-vis third parties with regard to all information, data and test results received or obtained in the context of an order; the instances listed in Clause 8 are excepted from this.

10. Liability

TESTEX AG is liable to the client for accurate and careful execution of the order within the meaning of Art. 398, paragraph 1 and 2 of the Swiss Code of Obligations. Liability is confined to direct losses inflicted on the client through gross negligence or intent due to faulty test results. Liability is precluded for direct losses caused by slight negligence, and in general for losses which have not been caused by the test results, as well as for indirect losses and consequential losses.

Liability is limited to no more than 80% of the value of the order per claim. The same rules are analogously applicable for the PPE certifications.

11. Amendments to the General Terms and Conditions

TESTEX AG retains the right to amend the General Terms and Conditions at any time. The client will be notified of such amendments by circular letter or in another appropriate manner. In the absence of objections by the client within one month, they will be deemed approved.

12. Applicable law and jurisdiction

All legal relations between the client and TESTEX AG are governed by Swiss law – to the exclusion of any international treaties. Place of performance, place of execution (this latter only for persons resident abroad), and exclusive jurisdiction for all disputes arising in connection with the legal relations between the client and TESTEX AG is Zurich.

However, TESTEX AG is also authorized to assert its rights at the client's domicile or before any other body exercising jurisdiction, whereby Swiss law remains exclusively applicable. – Version 4.1/ 30.11.2013

APPENDIX 1 TO THE GENERAL TERMS AND CONDITIONS OF BUSINESS OF TESTEX AG

Supplementary terms and conditions of business for round robin tests

1. Applicable provisions

In order to ensure a statistically meaningful evaluation with comparable results, the participant consents by signing the relevant registration form to the tests' being conducted in accordance with the conditions, norms and standards for round robin tests set out on the TESTEX website (www.testex.com), the guidelines enclosed with the dispatch of samples („Guide-lines“), as well as the General Terms and Conditions of Business and this Appendix 1.

2. Minimum number of participants

The minimum number of participants has been fixed at 15.

3. Registration

Registration for first-time participation in a round robin test must be submitted on a TESTEX registration form no later than three months prior to the dispatch date of the relevant round robin test. The scheduled dispatch dates can be found on the website. At the end of each year the participant receives a written confirmation of participation. This is subject to § 5 and § 9 of this Appendix 1.

4. Participation fee

For organisational reasons, participation fees for the round robin tests are always levied in advance. The proforma invoices are issued for each round robin test about 2 months prior to the dispatch date of the test. The provisions of § 3 and § 5 apply automatically to new entrants in the course of the year.

The amount of the participation fee can be found on the website at www.testex.com. All prices are stated exclusive of value added tax. § 4 of the General Terms and Conditions of Business is not applicable.

5. Prerequisites for dispatch of samples

Samples are dispatched only after timely payment of the annual participation fee (in advance). TESTEX also reserves the right to withhold round robin test samples in the event that timely payments have not been made by dispatch date, or to exclude the participant from the unpaid round robin test.

6. Scope of services, dispatch of samples and results

The participation fees for a round robin test cover the following services: handling fee, dispatch of samples by courier service (taxes are charged to the recipient) and electronic dispatch of the evaluations/results.

7. Duration of participation in round robin tests

Participation in round robin tests lasts until the end of the calendar year for which confirmation of participation has been issued. Participation is automatically renewed for one year in terms of the applicable provisions stated in § 1. Changes to the mode of participation and/or cancellations for the next calendar year must be addressed to TESTEX in writing within the term of the contract, but no later than November 30 of each year. TESTEX is not obliged to consent to changes in the mode of participation. If TESTEX does not consent to them or wishes to terminate a participant's participation in round robin tests for the following calendar year, it will advise the participant of this no later than December 31.

8. Confidentiality vis-à-vis official bodies

The participant agrees that TESTEX can grant access to documentary material, results and client master data (exception to § 9 of the General Terms and Conditions of Business) upon request from official bodies (e.g. accreditation bodies).

9. Evaluation and assessment of the results

The participant's results must be forwarded to TESTEX for evaluation within the time limit stipulated by TESTEX. If they are not sent in within the time limit, TESTEX reserves the right to exclude the participant from the evaluation, without reimbursing its costs. The evaluation is neutral and anonymous, taking into account the facts and figures collected from all participants. No individual assessment of or differentiated commentary on measuring results of individual participants will be made.

10. Evaluation reports and correction of results submitted

The released evaluation reports are made available to the participant in electronic form only (cf. § 5). Objections and corrections regarding the contents of an evaluation report must be submitted to TESTEX within a time limit of 4 weeks after receipt of the document. Only if this four-week time limit is complied with can TESTEX take justified objections and requests for correction into consideration at its discretion in a revised evaluation report.

11. Amendments to applicable provisions (§ 1 of this Appendix)

TESTEX reserves the right to amend this Appendix 1 at any time. The client will be notified of such amendments by circular letter or other appropriate means. In the absence of objections by the client, they shall be deemed approved within a period of one month. In the event of objections, TESTEX reserves the right to give notice of termination of participation in terms of § 7 of this appendix.

12. Relationship to the General Terms and Conditions of Business and other provisions

This appendix is an integral part of the General Terms and Conditions of Business. In the event of contradictions between this Appendix 1 and the General Terms and Conditions of Business, the provisions of this Appendix 1 take precedence. In the event of contradictions between the General Terms and Conditions of Business and/or Appendix 1 and the other standards and provisions regarding round robin tests set out at www.testex.com and/or the Guidelines, the General Terms and Conditions of Business and/or Appendix 1 take precedence.

Version 2.1 / December 2016