

Application for Certification UV Standard 801

to the institute

<p style="text-align: center;">TESTEX AG Gotthardstrasse 61, P.O.Box 2156 CH-8027 Zürich</p> <p style="text-align: center;">Tel. 41 44 206 42 42 Fax: +41 44 206 42 30 zuerich@testex.com</p>
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New certification Re - Certification


1. Applicant:

Company name Address  Fax E-Mail Contact person	
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Retailer Wholesaler Textile finishing industry Others:
 Chain of retailers Textile industry Clothing industry

2. Product description

The following details and type of manufactured product (**please mark**): are required for testing and certification and shall be given for each consumer product. **Please note, that you will receive the certificate only for the designated products below.**

Article group Clothing textiles <input type="checkbox"/> Fabric on its own <input type="checkbox"/> Clothing with following description	Article group Shading textiles <input type="checkbox"/> Fabric on its own <input type="checkbox"/> Sun shade product with following description
Article - no. of producer: Design Material composition: Fabric weight (g/m ²) Finishing: Coating: Care label:	
Colours:	

3. Undertaking

With the legally binding signature on this application we undertake and declare that

- the specified conditions of the currently valid UV Standard 801 are well known and are being observed
- the specified conditions for the UV Standard 801 label are well known and are being observed
- the consumer product to be certified has been described as accurately as possible with reference to material composition, weight per square metre, colour, finish, coating and care labelling, provided these parameters cannot be verified by one or more test reports from accredited testing institutions
- an appropriate quantity of samples is given to an Institute of the International Testing Association for Applied UV Protection if the test is still outstanding
- a declaration of conformity in connection with the certification application is provided
- the Institute of the International Association which processed the application or issued the certificate will be informed before production or the consumer product is changed and that the change will only be implemented following written consent of the Institute
- all required measures and precautions will be taken to ensure that the manufactured products correspond to the certified sample and that an appropriate quality-management system will be set up, including, in particular, regular product inspections and their documentation
- a representative of the International Testing Association for Applied UV Protection is allowed to take samples from current production
- the costs for any required monitoring tests will be assumed.

Description of the quality assurance measures:

4. Declaration of consent - publication of DATa

Yes No

The applicant agrees that the company data (company name, address, contact person, e-mail address, website, phone and fax number, as well as description/type of article) are published in a list of references also published on the internet at the website of the International Testing Association for Applied UV Protection.

The applicant also declares with the signature the agreement with the general terms and conditions of Testex AG (see appendix 1).

Date: _____ Legally binding signature _____

Declaration of Conformity

We (name and address of the applicant)

Company name	
Address	

hereby declare on our sole authority that all manufactured and/or sold articles of the consumer product described in more detail below (description, article number, composition, etc.)

Article no.:	
Description:	
Material composition:	
Fabric weight (g/m ²)	
Colour(s)	

to which this declaration refers, correspond to the

requirements of the UV Standard 801

and will conform to the sample for which an application for certification for the UV Standard 801 label has been submitted to

TESTEX AG
Gotthardstrasse 61
P.O.Box 2156, CH-8027 Zürich

In the case that the certificate/label is passed on to customers, it is guaranteed that it is exclusively used with the certified material in its period of validity. Content and layout of the label and hangtag must not be altered in any way.

If the certified article is modified during making-up in such a way that it may probably have a negative effect on the ultraviolet protection factor (e.g. by mesh applications and alike) the ready made garment/shading textile has to be tested and certified again.

The applicant acknowledges, that in the event of any breach of the imposed obligations for the UV Standard 801 (documented in the special and general conditions, the application for certification and the declaration of conformity), in particular in the event of misuse of the UV Standard 801 Label, he shall be liable to pay a contractual penalty amounting to EUR 10'000 to the International Testing Association for Applied UV Protection. Should there be any evidence that the actual loss incurred is in fact greater; the actual loss shall be compensated taking into account the contractual penalty. The Applicant bears the burden of proof for absence of fault. Furthermore, the Applicant undertakes to ensure that incorrectly labelled goods shall be immediately withdrawn from sale or that the UV Standard 801 Label be immediately removed from said goods and that the UV Standard 801 shall no longer be used to promote the goods concerned.

Place, date

Legally binding signature

Appendix

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