**(To be filled out by the laboratory)**

|  |  |  |  |
| --- | --- | --- | --- |
| **TEST REQUEST NO** |  | **REPORT NO** |  |

**APPLICANT COMPANY INFO INVOICING INFO**

|  |  |
| --- | --- |
| **Applicant Company** | **Name of the Company Responsible for Invoices and Payments** |
| **Address** | **Address** |
| **Tax Office No.** | **Tax Office No.** |
| **Relevant Person Telephone / Ext.** | **Relevant Person Telephone / Ext.** |
| **Fax** | **E-Mail** | **Fax** | **E-Mail** |

**SAMPLE AND REPORT DELIVERY INFORMATION**

|  |  |  |
| --- | --- | --- |
| **Description of the Sample (please describe the sample sent).**  | **Number of Samples** | **Sample Type** |
|  |  | [ ]  **Electrically insulated footwear****☐ Electrically insulated mittens****☐ Insulation Coating** **☐ Other** |
| **Sample Arrival Date and Time:****Sample Received by:** | **If other is selected, provide details:** |
| **Request for Declaration of Conformity:** **Yes** [ ]  **No** [ ]  | **Please specify the declaration of conformity requested: (Standard Specifications, etc)** |
| **Locu** **Should measurement uncertainty be included in the decision rule and the declaration of conformity? Yes** [ ]  **No**[ ] (Applicable for standard methods)Note: If the customer requests a declaration of conformity for the standard, specification, etc., the test result obtained by applying the simple decision rule (without considering the confidence level and measurement uncertainty) shall be indicated as "suitable" or "not suitable" on the test report.  |

**PLEASE CHECK THE BOX NEXT TO THE REQUESTED TEST(S)**

|  |
| --- |
| **Please specify if a different method is requested:**TS EN 50321-1 Dielectric Test CLASS:00 Confirmation Test [ ]  Strength Test [ ] TS EN 50321-1 Dielectric Test CLASS:0 Confirmation Test [ ]  Strength Test [ ] TS EN 50321-1 Dielectric Test CLASS:1 Confirmation Test [ ]  Strength Test [ ] TS EN 50321-1 Dielectric Test CLASS:2 Confirmation Test [ ]  Strength Test [ ] TS EN 50321-1 Dielectric Test CLASS:3 Confirmation Test [ ]  Strength Test [ ] TS EN 50321-1 Dielectric Test CLASS:4 Confirmation Test [ ]  Strength Test [ ] TS EN 61111 Dielectric Test CLASS: 0 Confirmation Test [ ]  Strength Test [ ] TS EN 61111 Dielectric Test CLASS:1 Confirmation Test [ ]  Strength Test [ ] TS EN 61111 Dielectric Test CLASS:2 Confirmation Test [ ]  Strength Test [ ] TS EN 61111 Dielectric Test CLASS:3 Confirmation Test [ ]  Strength Test [ ] TS EN 61111 Dielectric Test CLASS:4 Confirmation Test [ ]  Strength Test [ ] TS EN 60903 Dielectric Test CLASS:00 Confirmation Test [ ]  Strength Test [ ] TS EN 60903 Dielectric Test CLASS: 0 Confirmation Test [ ]  Strength Test [ ] TS EN 60903 Dielectric Test CLASS:1 Confirmation Test [ ]  Strength Test [ ] TS EN 60903 Dielectric Test CLASS:2 Confirmation Test [ ]  Strength Test [ ] TS EN 60903 Dielectric Test CLASS:3 Confirmation Test [ ]  Strength Test [ ] TS EN 60903 Dielectric Test CLASS:4 Confirmation Test [ ]  Strength Test [ ]  |
| Test Fee: |

**We declare that the we agree and accept that the tests we request will be carried out by Özer Konveyör Band Tur. San. ve Tic. A.Ş Test Laboratory in accordance with the terms and conditions of this form, and that we accept the price and payment terms to be applied in return for this service. All losses arising from the incomplete or incorrect information we have declared above shall be payable by us.**

**Özer Konveyör Band Tur. San. ve Tic. A.Ş. Test Laboratory shall not be liable in the event of claims for implied or indirect damages, including loss of profit and/or loss of business prospects and/or loss of production and/or termination of contracts entered into by the customer. I do hereby so agree and undertake.**

## Date of Form: Signature of the Representative SEAL OF THE COMPANY (Do not forget to include also seal of the invoice-receiving company)

..…......…. /…...…...... /…...................….….

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# Note: You can access the scope of the accredited tests and analysis on the TÜRKAK website (www.turkak.org.tr) with the laboratory code AB-1394-T.

### **ÖZER KONVEYÖR BAND TUR. SAN. VE TIC. A.Ş.Akçin mah. Mareşal Fevzi Çakmak Bulvarı 73/A** **Afyonkarahisar/TÜRKIYE**

•Phone:+90272 223 12 54(pbx)•Fax:+90272 223 12 55 e-mail: derbycizme@ozerler.com • web site:www.ozerlerlastikayakkbi.com

Payment Info
IBAN NO: T.Isbank Afyonkarahisar Branch /TR19 0006 4000 0014 0000 0092 20

# Terms of Service of Özer Konveyör Band Tur. San. ve Tic. A.Ş. Test Laboratory

# Özer Konveyör Band Tur. San. ve Tic. A.Ş.San.ve Tic. A.Ş. Test Laboratory agrees to provide its services subject to the terms and conditions (hereinafter referred to as the "Terms") contained in this contract. The terms of this contract may only be modified with an addendum signed by representatives of the test laboratory and the company commissioning the test. No other activities carried out or performed by the company or its employees or other representatives shall constitute acceptance of other terms or conditions.

# Özer Conveyor Band Test Laboratory acts for the benefit of the person or organization (hereinafter referred to as the “Customer”) requesting its services. No other party is authorized to give instructions to Özer Conveyor Band Test Laboratory unless otherwise agreed by and between Özer Conveyor Band Test Laboratory and the customer.

# All rights (including, but not limited to copyright) related to test reports, surveillance reports and/or certificates shall remain the property of Özer Conveyor Band Test Laboratory. The Client shall not reproduce or copy, publish or disclose to any third party the contents or summaries of such materials without the prior consent of Özer Conveyor Band Test Laboratory, who shall have the complete discretion to refuse such consent. The customer also undertakes that its employees and representatives will protect the confidentiality and will not publish or otherwise use information that may be required regarding the activities of Özer Conveyor Band Test Laboratory.

# The company undertakes to apply the necessary diligence and skills while providing services, and accepts responsibility only in cases where such care and skill is proven not to have been shown.

# The laboratory shall not be held liable in case of claims for implied or indirect damages, including loss of profits and/or loss of business prospects and/or loss of production and/or the termination of contracts entered into by the customer.

# Under no circumstances will our test laboratory be responsible for the delayed or incomplete performance of any of its services, or for any loss or damage, caused by delays not under the control of the Laboratory such as, civil uprisings, government demands, state or parliamentary restrictions, all kinds of prohibitions and sanctions, import and export regulations, strikes, etc, including labor disputes with a trade union (whether it concerns its own employees or the employees of any other person), difficulties in finding workers, epidemics (regional, national or international), machinery breakdown, fire or accident. Should any such events occur, the test laboratory shall be entitled to terminate or suspend any service contract without being charged with any obligations thereof.

# Our test laboratory will not be liable to the client for any loss or damage incurred by the client as a result of incompliance with the time estimates given for the provision of services.

#  Subject to the customer's instructions, when accepted by our laboratory, test reports, surveillance reports and/or certificates will include statements of opinion created with due diligence within the limitations of the instructions received by Özer Conveyor Band Test Laboratory. Özer Conveyor Band Test Laboratory is not obliged to comply with or report any situation other than the specific instructions received.

# The testing of the samples sent to our laboratory will begin after the samples arrive in our laboratory complete and/or free from all or any damages. In the event of the samples not arriving at the laboratory by the due time or arriving incomplete and/or damaged, the Laboratory shall not be liable for any claims for implied or indirect damages, including loss of profits and/or loss of business prospects and/or loss of production and/or termination of contracts entered into by the customer.

# The reports or certificates issued following the testing or analysis of the samples contain the specific opinions of Özer Conveyor Band Test Laboratory regarding the samples in question, and do not express any opinion about the batch from which the samples were taken by the customer. In no case shall the responsibility of the Laboratory go beyond the testing and reporting of the samples tested and investigated, as taken from the batch by the company, and any intervention into the results of such testing shall be entirely at the discretion and sole and exclusive responsibility of the customer.

# When so deemed necessary by the Company, the Company, at its own discretion, is entitled to transfer all or any part of the performance of the services contracted with the Customer to any subcontractor, by informing the customer.

# Should the customer's requests require the samples to be analyzed by the customer or a third party, Özer Conveyor Band Test Laboratory will deliver the analysis results with no responsibility for their accuracy.

# If the company has the opportunity to witness an analysis by the customer or a third party, and an accurate sample has been analyzed, the company will only confirm that the correct sample was analyzed, and shall not be responsible for the accuracy of the analysis in any other way

# The client will ensure that instructions to the company are given in a timely manner and accompanied by sufficient information to enable the requested services to be performed effectively.

# The fee for the test(s) shall be wired to the bank account of Özer Conveyor Band Test Laboratory after the approval of the test request form by the customer and the arrival of the test samples at the laboratory. No test shall commence in the laboratory before the due payment of the test price has been made. If a later date of payment is agreed between the laboratory and the customer after the completion of the tests, the customer is obliged to make the payment on the exact date agreed. An additional monthly interest of 2.5 percent is applicable on the invoice amount for invoices that are not paid in due time.

# The Customer also agrees and undertakes to reimburse the Company for all the costs that may reasonably arise in connection with the performance of services.

# The Customer shall not be entitled to withhold or delay payment of amounts owed to the Company due to any dispute, counterclaim or set-off claimed against the Company.

# In the event of any suspension of payments to the creditors, bankruptcy, insolvency, foreclosure or cessation of activity, or in the event of the Customer being unable to pay the amounts owed to the Company, partially or in full, the Company shall be entitled to suspend its services and withdraw the test reports until all amounts owed are paid, together with interest.

# The Company shall have the following rights in the event of non-payment of amounts owed to the Company, without prejudice to its rights under the law or under the Terms hereby.

# No confidential and non-public information held by the company can be disclosed to third parties, except when the company is obliged to do so. Such information cannot be disclosed within the scope of an audit of the company’s activities for accreditation by the Turkish Accreditation Service ("TÜRKAK"), or by a different accreditation company, or in accordance with the legal or regulatory requirements to which the company is subject.

# All contracts and terms related to the performance of services by the Company shall be interpreted and subject to the laws of the Republic of Turkey, and in the event of the contracts becoming subject to arbitration or legal proceedings, it shall be deemed that such contracts have been made and implemented in the Republic of Turkey. In the event of any of the provisions set forth in the Terms becoming invalid, illegal or unenforceable by the law, and/or in the event of such an issue arising, the validity, legitimacy and enforceability of the remainder of the provisions of the hereby Terms shall not be affected or violated by such an occurrence.

# Any dispute or claim arising out of any agreement regarding the performance of services by the Company or the performance per se, shall be resolved and finalized through arbitration subject to the Company's sole discretion to initiate legal proceedings, without prejudice to its right to authorize the Afyonkarahisar Courts. In cases where the parties apply for the appointment of an arbitrator in writing, and no such arbitrator being appointed, they may agree on the assignment of an arbitrator by the Arbitration Board of the Afyonkarahisar Chamber of Commerce. The place of arbitration shall be Afyonkarahisar. One sole arbitrator shall be appointed. The language of the arbitration shall be Turkish.

# ÖZER KONVEYÖR BAND TUR. SAN.VE TIC. A.Ş. Test Laboratory Service Conditions

# Please fill this application form accurately and in full. Reports are prepared based on the information provided in the application form. Addition/reduction/correction requests to the tests and the information specified on the test request form shall be made only in writing, and before the laboratory starts the test process. In cases where a request for change is made after the report is issued, and where such request is met, the price for the re-issuing of a report, as indicated on the price list, shall be charged. Requests for change not made in writing shall not be considered. In this case, the tests, pricing and invoicing shall be carried out in line with the originally provided information.

# The Test Request Form shall bear the wet stamp and authorized signature of the applicant company. All responsibility related to the stamp and signature belongs to the customer. The samples are tested within 7 working days of the date of arrival in our laboratory.

# Test procedures shall not commence for requests with incomplete information or an insufficient number of samples. The day on which the information and/or the sample requirements are completed shall be deemed the first working day of such requests.

# Samples not processed due to missing information, samples or payments, shall be stored for a maximum period of 1 week by the laboratory. We shall not be deemed responsible for samples not processed or retrieved by the applicant within this period.

# Samples requested to be returned shall be retrieved from the laboratory within 1 week. Upon request, the samples can be sent by courier with a counter payment upon request.

# Tested samples are stored for 2 weeks and unused samples for 1 week, and if the customer does not whish to retrieve the samples, they will be destroyed after the periods specified above.

#  Unless otherwise agreed, the reports shall be delivered in printout form only once. Additional original report requests shall be subjected to the prices specified in the price list.

# Reports are issued in the Turkish language. Report requests in another language, such as English, are subject to a separate charge.

# In cases where the invoice addressee is different from the applicant company, a wet stamp and authorized signature of the invoice addressee must be included on the test request form.

# The company requesting a declaration of conformity regarding the test carried out by the laboratory shall specify whether it wants a declaration of conformity at the application stage on the Test Request Form. No declaration of conformity can be requested after the test has been carried out and the test report of the laboratory has been sent.

# Customers whishing to attend the tests are deemed to Undertake and Accept the Confidentiality Undertaking of Özer Konveyör Band Tur. San. ve Tic. A.Ş. Test Laboratory. They will be informed of the date of the test beforehand. If the customer fails to attend the test on the specified date, no other test shall be performed on a different date.

# For routine multi-tests, our laboratory may require the customer to attend the test.

# The minimum sample amounts recommended for the test are given in the table below, in approximation. The applicants may apply to the laboratory for clarification on the necessary amounts of samples.

**Recommended Minimum Sample Quantities for Tests**

* It is recommended one pair each in the small, medium and large sizes be provided for insulating gloves and insulating footwear.
* If there are no different batches, a minimum of 2 samples are required for each test.
* For insulation coating tests, a sample measuring at least 1m x 1m should be sent for verification.
* For insulation coating strength tests, 2 samples of at least 150mm x 150mm shall be delivered.