

GST ID: 001817161728

REQUEST FOR ANALYTICAL SERVICES & QUOTATION FORM (RFQ)

(A1) DETAILS OF REQUESTING CLIENT	(A2) DETAILS ON TEST REPORT/ CERTIFICATE
Name of Company	Name of Company
Address Postcode:	Address Postcode:
Name of Representative	Authorised Representative to collect test report/ certificate
Position	Position
Tel/ Fax No.	Tel/ Fax No.
Email	Email

(B) SAMPLE DESCRIPTION (To be filled by client)*	
Sample category (Please tick <input type="checkbox"/>)	Sample type (Please tick <input type="checkbox"/>)
Food () Pharmaceutical ()	Powder () Cream ()
Supplement () Cosmetics ()	Liquid () Fabrication ()
Herbs () Engineering ()	Capsule ()
Others (specify) _____	Others (specify) _____

(C) QUOTATION FROM USM LABORATORY (To be completed by USM Laboratory)**				
No	Type of Analysis	Quantity	Unit Price	Total Price (RM)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
Lead Time (Testing)			SUB TOTAL (RM)	
Endorsed by (Name)			6% GST	
Signature & Office Stamp			GRAND TOTAL (RM)	
Date				

(D) ACCEPTANCE BY CLIENT***
We hereby agree with the quotation given in SECTION C above and acknowledge that all cost is subjected to 6% Goods and Services Tax. We further authorise all analysis as listed in SECTION C

PAYMENT DETAILS	Signature _____
() Cash to be paid direct to USAINS BIOMICS LABORATORY TESTING SERVICES SDN BHD account	Name _____
() Cheque No./ Postal Order No. _____ in favour of USAINS BIOMICS LABORATORY TESTING SERVICES SDN BHD	Office Stamp
() Purchase Order No. _____	Date _____

USAINS BIOMICS LABORATORY TESTING SERVICES SDN BHD
ACCOUNT NUMBER: 8003822667
CIMB BANK BERHAD
 (Mandatory: Payment slip must be faxed/ emailed to us with RFQ No.)

* Sample will be disposed off between 2-4 weeks if there is no confirmation of order or in the event of non-collection
 **Subject to attached terms & conditions (Please refer to back page)
 ***Full payment should be made upon submission of the samples/ specimen

SERVICES TERMS AND CONDITIONS

FOR TESTING & ANALYTICAL SERVICES

Except as otherwise provided on the face hereof, the parties hereby agree to the following provisions:

1. ACCEPTANCE OF SERVICES

1.1 Although labeled "Services Terms and Conditions", UBSB intends this document as an offer for Services ("Offer"). The terms and conditions of this Offer, together with those set forth or referred to on the face of this form as accepted by UBSB in writing, constitute the entire agreement for services ("Agreement"). This Offer can be accepted upon the provisions expressed herein, and may not be modified, added to, amended, superseded or waived except in writing by duly authorized representative of Usains Biomics Laboratory Testing Services Sdn. Bhd. (hereinafter referred to as "UBSB").

1.2 The Client (person/entity requesting for Services) may accept the Offer and the terms and conditions in this document by placement of an order for the Services in response to this Offer, and also shall be deemed to have accepted it by accepting any performance, partial or complete, of this agreement by UBSB, or by any other means manifesting assent to be bound. UBSB will not accept any additional, conflicting or different terms of conditions, whether or not material, contained in any order issued by or communication from the Client. Reference by UBSB to any purchase order or work order number supplied by the Client shall be for accounting identification purpose only.

2. **CONDUCT OF SERVICES:** UBSB shall be responsible for carrying out and having the charge, conduct and management of the Services to be provided by the team of scientists (hereinafter referred to as "**UBSB Personnel**") of Universiti Sains Malaysia (hereinafter referred to as "**USM**") from the relevant USM lab (hereinafter referred to as "**USM Labs**").

3. **NO WARRANTY:** UBSB makes no representations or warranty whether express or implied as to the completion date of the Services or the analytical results and shall not be liable to the Client for any loss or damage howsoever arising whether in contract, tort or otherwise.

4. EXCLUSION OF LIABILITY & INDEMNIFICATION

4.1 UBSB shall not be liable and the Client shall ensure that the UBSB Personnel (which includes UBSB's employee and/or consultants), UBSB and/ or USM shall not be liable to any party for any loss, injury, damage, costs or penalties that any third party may suffer as a result of the Client providing any Material relating to the Services to a third party.

4.2 The Client shall indemnify and hold harmless UBSB personnel, UBSB and /or USM from and against any loss, damage, costs or penalties that UBSB and/ or USM may sustain or incur as a result of the Client providing any Material relating to the Services to a third party. The term "Material" in this document includes results, documents equipments, software, goods, information and data stored by any means. This indemnity shall survive the completion of the Services rendered.

4.3 Client shall provide to UBSB through the USM Lab, with all such information and samples to enable the performance of the Services.

4.4 The Client agrees and acknowledges that the test results are provided for the exclusive use of the Client and is provided within limits of Client's instruction only and does not refer to any other matters; and UBSB, USM and/or UBSB Personnel shall not be liable for any incorrect judgment, finding, advice, recommendation, decision or incomplete information or sample supplied by the Client.

4.5 The Client agrees and acknowledges that all test results are only valid for the samples being tested, as provided by Client at a particular time and date and that UBSB, USM and/or UBSB Personnel assumes no liability to for any loss, expense or damage occasioned by use of the test results.

4.6 The Client agrees and acknowledges that UBSB, USM and/ or UBSB Personnel shall not be liable for loss or destruction of or damage to the samples, or for any damages, whether direct or consequential.

5. UBSB is an independent entity providing its Services through USM Labs and hence, UBSB, USM and/or UBSB Personnel do not directly or indirectly endorse any product sent for testing by the Client. Client agrees and will not in any way imply that the test results or any reports provided by UBSB is an endorsement of any product tested.

6. **FEES:** The Client shall pay to UBSB the fees for the Services rendered by UBSB. Such payment is for the sum as set forth in the Agreement and the payment shall be made upon acceptance of the Services hereunder. UBSB will not provide and/or commence with the Services until full payment has been received.

7. **DISPOSAL OF SAMPLES:** All samples received by the USM Lab in connection with this Terms & Conditions may be disposed of thirty (30) days after submission of analytical results to Client unless the Client indicates otherwise in writing and prepays before the expiration of the thirty (30) day period the entire costs of storing, packaging and shipping of the samples by UBSB. UBSB will have no obligation to retain its reports and related data and document beyond its normal retention periods.

8. **EXPERT WITNESS.** As UBSB is an independent entity providing its Services through USM Labs and is reporting on material characteristics and not providing any conclusions or opinions, the Client agrees not to identify UBSB and/or USM or individuals associated with UBSB and/or USM as an expert witness in any manner.

9. **INDEPENDENT CONTRACTOR.** The relationship of the parties established under this Terms & Conditions is that of independent contractors and neither party is partner, employee, agent or joint venture of or with the other and nothing in this Agreement will preclude UBSB from contracting to provide similar services for others.

10. **SUBCONTRACTOR.** UBSB expressly reserves the right to subcontract all or part of this Agreement without the consent of the Client.

11. **GOVERNING LAWS.** The laws of Malaysia will govern this Agreement, notwithstanding conflict of laws. The courts of Malaysia will have exclusive jurisdiction over all disputes arising out of this Agreement.

12. **BINDING OF SUCCESSORS:** This document shall be binding upon successors and assign of the parties hereto.