

## **Request Form for Testing**

Please fill in the form below, after having read and accept JFRL Agreement on page 3. (
 Accept JFRL Agreement) Test No. Date (use by JFRL) (use by JFRL) **Payment Information Client Information** (If it differs from Client information) Company name Address Department Email @ @ Contact Mr./Ms. Mr./Ms. Person Phone/ **岱** / FAX 🔁 / FAX Facsimile Test Report Information (If it differs from above Client information) □ Client Company name Company name in certificates/reports cannot be changed once they are issued. □ Client

Address □ Client Delivery 8 address

Purpose of your	🗆 Quality control, 🗆 Research, 🗆 Nutritional Labeling, 🗆 Pharmaceutical application	Storage condition
request	$\Box$ Export to Japan, $\Box$ Handling complaint , $\Box$ Others( )	
Kind of Sample	<ul> <li>Food,          Food Additive*,          Drinking water,          Package for food,          Chemical products*,         Cosmetics*(         Product*,          Material*),          Pharmaceuticals*,          Quasi-Drug Ingredients*,         Medical Device,          Feed,          Feed Additive*,          Pet food,          Others*(         )         </li> </ul>	<ul> <li>Room temperature</li> <li>Refrigerated</li> <li>Frozen</li> </ul>
	Kind of sample with " * " requires to check below;	

No.	Sample name Sample name in certificates/reports cannot be changed once they are issued	Test Parameter			
1					
Note(Please write here if you want to tell us something more.)					
<u>L</u>	NET(use by JFRL) TAX/HC (use by JFRL)	) TOTAL(use by JFRL)	(use by JFRL)		
<ul> <li>Test samples are disposed after completion of tests.</li> <li>Please refrain from testing other companies' products.</li> <li>Unless otherwise specified, we will choose appropriate test methods according to your sample information.</li> <li>When sample is designated as hazardous material, contact us before shipping. <u>Reference document</u></li> </ul>					
(1) Please s					
(2) Please s					
• Tokyo He	+81-3-3469-7131				

· Osaka Branch; 3-1 Toyotsu-cho, Suita-shi, Osaka 564-0051, Japan

• Tama Laboratory; 11-10 Nagayama 6-chome, Tama-shi, Tokyo 206-0025, Japan

Phone: +81-6-6386-1851 Phone: +81-42-372-6711



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Test No. (use by JFRL)				
No.	Sample name Sample name in certificates/reports cannot be changed once they are issued	Test Parameter		
2				
3				
4				
5				
6				
7				
8				
Note(Please write here if you want to tell us something more.)				
(use by JFRL)				

## JFRL GENERAL TERMS AND CONDITIONS OF ANALYSIS TEST

This Agreement defines basic agreements between the client as the consignor (hereinafter referred to as the "Client") and Japan Food Research Laboratories (hereinafter referred to as "JFRL") necessary for JFRL to carry out services concerning analytical testing contracted out by the Client (hereinafter referred to as the "Services").

#### Article 1 Acceptance of Contract

- The Client shall provide objects subject to analytical testing (hereinafter referred to as the "Samples") and the following documents or information, and JFRL shall, after receiving them (or after receiving any application form in the case where there is no Sample), notify the Client that JFRL can accept the contract. The acceptance of the contract of the Services is considered to take effect with this notification.1.
  - (1) A request for analytical testing on a form provided by JFRL (provided directly, by post, fax, e-mail, etc.)
  - (2) An application through a Web system of JFRL (Available only in Japanese) called named Bunsekinavi@jfrl
  - (3) Conclusion of an individual agreement or other application regarding a request for analytical testing
- 2. JFRL shall not accept any contract for which the purpose of any of the testing, test methods, Samples, etc. JFRL finds it inappropriate. In the case where it is found inappropriate after accepting the contract, JFRL shall discontinue the Services and notify the Client of the fact. JFRL shall not be liable for any consequential damages incurred by you or a third party arising from the discontinuation of the Services.
- Article 2 Method of Analytical Testing

1. The analytical testing shall be implemented in a manner JFRL finds appropriate.

- In the event that the Client desires a specific method of analytical testing, the Client shall notify JFRL in advance. JFRL shall employ the method if JFRL finds such a method feasible and reasonable.
- 3. If the analytical test method specified by the customer is the subject of a patent or other right of a third party, the customer shall perform the necessary procedures to make the method available for use.
- 4. The methods of analytical testing conducted by JFRL may include those that have been employed by JFRL and those specific to JFRL. Customers shall not apply for patents on the methods of analytical testing used in this service without the prior consent of JFRL.
- The method and amount of preparation of the samples will be determined by JFRL. If there are any cautionary statements, the Client shall notify JFRL in advance.

#### Article 3 Fee

The fee for the Services shall be as prescribed by JFRL.

Article 4 Payment

- The payment conditions and the payment method shall be as follows unless otherwise stipulated:
  - Payment shall be made to the designated bank account by the due date designated by JFRL; and
  - (2) The costs in relation to the payment, including bank transfer costs shall be borne by the Client.

Article 5 Confidentiality

- 1. JFRL shall not disclose any Samples or any information disclosed or provided to JFRL for acceptance of the contract by the Client, or any information acquired as a result of testing or as a result of consideration given to accepting the contract of testing (hereinafter collectively referred to as "Confidential Information") to any third party without the prior consent of the Client, however, that this shall not apply to any of the following information:
  - Information that is already in the public domain/use when disclosed by or acquired from the Client;
  - (2) Information that is already duly possessed by JFRL before being disclosed by or acquired from the Client;
  - (3) Information that enters the public domain not owing to any event attributable to JFRL after being disclosed by or acquired from the Client;
  - (4) Information that is independently developed by JFRL without involving the Services; and
  - (5) Information that is acquired from a duly authorized third party without owing any confidentiality obligation.
- 2. Notwithstanding the provisions of the preceding paragraph, in the event that Services is partially entrusted to a third party in connection with the implementation of the Services or the examination of activities to improve the services of JFRL, JFRL shall be entitled to disclose the Confidential Information to a such third party, provided that such third party is obliged to bear the same obligations as those assumed under the provisions of the preceding paragraph.
- The Client shall maintain in confidence information acquired in relation to the facilities, equipment, and staff of JFRL, and information inherent in JFRL such as the details of management methods and testing methods.
- 4. Notwithstanding the provisions of Articles 1 and 3, both the Client and JFRL may disclose such information in the case where they receive an information query or a disclosure order from a government agency, a judicial organ, or a bar association to disclose such information by law.

Article 6 Purposes of Use of Personal Information

JFRL will not use the personal information of the Client for purposes other than communication and confirmation regarding the Services, sending announcements or questionnaires related to events operated by JFRL, examination of activities of JFRL, and the purposes specified at the time of acquiring such information. JFRL strives to manage personal information in accordance with the Personal Information Protection Policy (URL + https://www.ift.gr.ingatible.com/

(URL : <u>https://www.jfrl.or.jp/english/privacy</u>).

Article 7 Provision and Handling of Samples1. The Samples and information required for the Services shall be provided free of charge.

- In the case where the Samples are hazardous materials, etc., the Client shall notify JFRL of such fact in advance as JFRL may not accept such a contract. If JFRL suffers personal or material damages due to those Samples without notification, JFRL may claim compensation for damages.
- The Samples which have not been used for testing shall not be returned in principle and shall be discarded by JFRL about one (1) month after the completion of the testing if they are preservable.
  - However, the Samples shall be returned to the Client, and expenses for such return shall be borne by the Client in any of the following events:
  - (1) In the event that JFRL finds that Samples cannot be easily discarded because they are hazardous materials, etc., they are considerable in amount, or for any other reason; or
  - (2) In the event that the Samples are rare items, etc., and the Client specifies on the request for analytical testing, etc. the Client desires to have such Samples returned.

#### Article 8 Report

- The results of the analytical testing shall be reported (including uploading to the Web system) or sent by the specified due date as an analytical testing certificate or an analytical testing report (hereinafter referred to as the "Certificate"). However, this shall not apply in the case of contents of which results cannot be documented, such as training. The due date may be changed owing to the situation of analytical testing.
- In principle, the description shall not be changed after the issuance of the Certificate.
- In the case where the Client desires to have the Certificate sent, JFRL will send it by post, email, or other means. JFRL shall not be liable for any accident or delay attributable to a carrier or other transportation services.
- Any additional Certificate, shall be issued for a fee, only within five (5) years from the original date of the issuance in principle.
- Certificates except for Certificate of Measurement Certification cannot be used for measurement certification inspection specified in the Japanese Measurement Act.
- Article 9 Liability
  - JFRL shall not be liable for any damages due to the use of the results of the Services by the Client.
  - In the case where there is an error in the Services due to any cause attributable to JFRL, JFRL shall take either of the following measures upon consultation with the Client, and JFRL shall not be liable for any other matters:
    - (1) Conduct the Services once more at the expense of JFRL; or
    - (2) Reduce the fee for analytical testing.
    - (3) Compensate for damages up to the amount of the fee for the service.
  - JFRL does not warrant that the results of the Services will not infringe any intellectual property right of a third party.

Article 10 Publication of Certificate

- Although the results from analytical testing belong to the Client, in the case of publishing the results on products, labels, fliers, websites, etc. with the name of JFRL, the Client shall do so at its own expense and risk.
- In the event that the reputation or credibility of JFRL is damaged by the publications the Client has created, JFRL shall take action to claim the damages according to law.
- Article 11 Alteration and cancellation
  - 1. JFRL shall notify the Client in writing of any alteration and termination after accepting the contract of the Services.

JFRL shall calculate any adjustment based on the actual amount of expenses that have so far been incurred.

The Client shall be aware that analysis may become unfeasible owing to grounds inherent in the Samples. In such a case, JFRL shall also calculate any adjustment based on the actual amount of expenses that have so far been incurred.

Article 12 Antisocial Forces

- Clients ensure to JFRL that Clients, affiliated companies, and their officers and employees are not involved in antisocial forces or have no cooperation, funding, or business relationships with those involved in antisocial forces.
- 2. When it is discovered that the assurances obligation in the preceding paragraph is violated or that there is a possibility of such violation, JFRL shall be able to immediately cease entrusting the Services without requiring notice of any kind and bearing any liability. In addition, JFRL shall not be liable for any of the Services that have already been carried out, including those that are defective.

#### Article 13 Force majeure

In the event that it is difficult to carry out the Services owing to a force majeure event such as a natural disaster of any kind, which is not attributable to JFRL, actions to be taken shall be determined upon consultation between the two parties.

Article 14 Consultation

Any doubt arising from or relating to the provisions stipulated above shall be resolved upon consultation between the two parties in good faith.

Article 15 Jurisdiction

This provision is subject to the laws of Japan and will be interpreted in accordance with the laws of Japan. The Tokyo District Court shall have exclusive jurisdiction in the first instance with respect to any dispute arising from or relating to this Agreement.

(Apr 2023)

### Japan Food Research Laboratories