

# 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. <small>(use by JFRL)</small>		Date <small>(use by JFRL)</small>	
<b>Client Information</b>		<b>Payment Information</b> <small>(If it differs from Client information)</small>	
Company name			
Address			
Department			
Email	@		@
Contact Person	Mr. / Ms.		Mr. / Ms.
Phone/Facsimile	☎ / FAX		☎ / FAX
<b>Test Report Information</b> (If it differs from above Client information)			
Company name	<input type="checkbox"/> Client <small>Company name in certificates/reports cannot be changed once they are issued.</small>		
Address	<input type="checkbox"/> Client		
Delivery address	<input type="checkbox"/> Client		☎

<b>Purpose of your request</b>	<input type="checkbox"/> Quality control, <input type="checkbox"/> Research, <input type="checkbox"/> Nutritional Labeling, <input type="checkbox"/> Pharmaceutical application <input type="checkbox"/> Export to Japan, <input type="checkbox"/> Handling complaint, <input type="checkbox"/> Others( )	<b>Storage condition</b>
	<input type="checkbox"/> Room temperature <input type="checkbox"/> Refrigerated <input type="checkbox"/> Frozen	
<b>Kind of Sample</b>	<input type="checkbox"/> Food, <input type="checkbox"/> Food Additive*, <input type="checkbox"/> Drinking water, <input type="checkbox"/> Package for food, <input type="checkbox"/> Chemical products*, <input type="checkbox"/> Cosmetics*( <input type="checkbox"/> Product*, <input type="checkbox"/> Material*), <input type="checkbox"/> Pharmaceuticals*, <input type="checkbox"/> Quasi-Drug Ingredients*, <input type="checkbox"/> Medical Device, <input type="checkbox"/> Feed, <input type="checkbox"/> Feed Additive*, <input type="checkbox"/> Pet food, <input type="checkbox"/> Others*( ) <small>Kind of sample with " * " requires to check below;</small> <input type="checkbox"/> Designated as Hazardous material(require to contact us before shipping), <input type="checkbox"/> Not Hazardous material	

No.	Sample name <small>Sample name in certificates/reports cannot be changed once they are issued</small>	Test Parameter
1		

Note(Please write here if you want to tell us something more.)

NET(use by JFRL)	TAX/HC (use by JFRL)	TOTAL(use by JFRL)	(use by JFRL)
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- Test samples are disposed after completion of tests. • Please refrain from testing other companies' products.
- Unless otherwise specified, we will choose appropriate test methods according to your sample information.
- When sample is designated as hazardous material, contact us before shipping. [Reference document](#)

(1) Please send your completed form to [kaigaisoudan@jfrl.or.jp](mailto:kaigaisoudan@jfrl.or.jp)

(2) Please send your test samples to the address below.

- Tokyo Head Office; 52-1 Motoyoyogi-cho, Shibuya-ku, Tokyo 151-0062, Japan
- Osaka Branch; 3-1 Toiyotsu-cho, Suita-shi, Osaka 564-0051, Japan
- Tama Laboratory; 11-10 Nagayama 6-chome, Tama-shi, Tokyo 206-0025, Japan

Phone: +81-3-3469-7131  
 Phone: +81-6-6386-1851  
 Phone: +81-42-372-6711

# Request Form for Testing

Test No. <small>(use by JFRL)</small>	
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No.	Sample name <b>Sample name in certificates/reports cannot be changed once they are issued</b>	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 contacted out by the Client (hereinafter referred to as the "Services").

## Article 1 Acceptance of Contract

1. 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 contract of the Services is considered to take effect with this notification.
  - (1) A request for analytical testing on a form furnished 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 of which the purpose of any of the testing, test methods, Samples, etc. JFRL finds 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.

## Article 2 Method of Analytical Testing

1. The analytical testing shall be implemented in a manner JFRL finds appropriate.
2. In the event where 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 method feasible and reasonable.
3. 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.
4. The method and amount of preparation of the samples will be determined JFRL. If there are any cautionary statements, 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:

- (1) 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 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:
  - (1) Information which is already in the public domain/use when disclosed by or acquired from the Client;
  - (2) Information which is already duly possessed by JFRL before being disclosed by or acquired from the Client;
  - (3) Information which enters the public domain not owing to any event attributable to JFRL after being disclosed by or acquired from the Client;
  - (4) Information which is independently developed by JFRL without involving the Services; and
  - (5) Information which 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 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.
3. 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 Article 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 events operated by JFRL, examination of activities of JFRL, and the purposes specified at the time of acquiring such information. JFRL strives to manage the personal information in accordance with the Personal Information Protection Policy (URL : <https://www.jfrl.or.jp/english/privacy/>).

## Article 7 Provision and Handling of Samples

1. The Samples and information required for the Services shall be provided free of charge.
2. 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 contract. If JFRL suffers personal or material damages due to those Samples without notification, JFRL may claim compensation for damages.

3. 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 where 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 where the Samples are rare items, etc., and the Client specifies on the request for analytical testing, etc. that Client desires to have such Samples returned.

## Article 8 Report

1. The results of the analytical testing shall be reported (including uploading to 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. A due date may be changed owing to the situation of analytical testing.
2. In principle, the description shall not be changed after the issuance of the Certificate.
3. 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.
4. Any additional Certificate, shall be issued for a fee, only within five (5) years from the original date of the issuance in principle.

## Article 9 Liability

1. JFRL shall not be liable for any damages due to the use of the results of the Services by the Client.
2. 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 fee for the service.
3. 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 where 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 which have so far been incurred.
2. 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 which have so far been incurred.

## Article 12 Antisocial Forces

1. 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 are 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 where 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 the exclusive jurisdiction in the first instance with respect to any dispute arising from or relating to this Agreement.

(Nov 2021)