

香港貴金屬驗證中心有限公司

Applicant Details 申請人公司資料

OFFICIAL USE 此欄由本公司填寫

Fax 傳真: _____

Date: 日期_____

E-mail 電郵: _____

SAMPLE DESCRIPTION: 樣品名稱: please specify 其他(請註明):

□ Refer attachment 見附件

☐ Others (please specify) 其他(請註明): _____

派員代表確認簽名: _____ Name 姓名: _____

HKID # 派員身分證號碼: _____

Remarks:

HONG KONG PRECIOUS METAL ASSAY CENTRE LTD

TERMS AND CONDITIONS

The undertaking of a test or investigation (“the Services”) by THE HONG KONG PRECIOUS METALS ASSAY CENTRE LTD (“HKPMAC”) on request (“the Request”) from a person, company or entity (private, public or governmental (“the Applicant”)) is always subject to and on the following terms and conditions:

1. All rights (including but not limited to copyright) in any reports, including all tests, documents, papers and materials in relation thereto produced by HKPMAC for the purpose of providing the Services shall remain vested in HKPMAC.
2. (a) The Applicant will :
 - i. give timely instructions and adequate materials, samples and information to enable HKPMAC to provide the Services and supply, when requested by HKPMAC, further materials, samples, information and equipment to enable HKPMAC to perform the Services (all materials, samples, information and equipment as aforesaid provided to HKPMAC shall hereinafter be collectively referred to as “such Materials”);
 - ii. not obstruct HKPMAC in its performance of the Services;
 - iii. inform HKPMAC in advance of any hazards or dangers, actual or potential, associated with the Request;
 - iv. provide all necessary assistance to HKPMAC’s staff and/or representative(s) to enable the Services to be performed effectively;
 - v. ensure all essential steps are taken for the safety of the premises, working conditions, equipment and installations of HKPMAC during the performance of the Services;
 - vi. inform HKPMAC whether the Applicant will use the Report in court proceedings or arbitration on the Applicant submitting the Request;
 - vii. punctually pay on the date of invoice or within such other period specified in the invoice by HKPMAC or, as the case may be, on the date of termination of the Services in any one or more of the events mentioned in clause 5(i) to (iv) of these Terms and Conditions all charges for the Services (“the Charges”); and
 - viii. make payment to HKPMAC equal to the amount of all costs and expenditure actually incurred or payable by HKPMAC and a proportion of the Charges agreed to be paid by the Applicant to HKPMAC for the performance of the Services up to the time HKPMAC terminates the provision of the Services in the event mentioned in clause 5(v) of these Terms and Conditions.
- (b) The Applicant agrees that the Request, once placed with HKPMAC, shall be irrevocable without the written consent of HKPMAC.
- (c) The Applicant further acknowledges and agrees that part of such Materials, in particular, the samples and other goods delivered to HKPMAC for testing, will be destroyed or damaged in the course of testing or provision of the Services and will not be returned to the Applicant.
3. HKPMAC’s report in respect of the Services (“the Report”) will be issued in confidence to the Applicant only for the Applicant’s private use. The Report may not be reproduced whether in its entirety or in part and may not be used for promotional, advertising or other purposes without the written consent of HKPMAC, except that the Applicant may show or send the Report or a certified copy thereof prepared by HKPMAC at the Applicant’s costs, to its customers and suppliers.
4. HKPMAC will not disclose any confidential information in relation to the Applicant and the Applicant testing samples to a third party without the consent of the Applicant. However, HKPMAC shall have full right to disclose the Report and all the related documents and papers at any time and from time to time to any person for the purposes of accreditation or audit or scientific research or discussion or statistics provided that the identity of the Applicant will not be disclosed. HKPMAC shall also be entitled to disclose the Report and all related documents and papers if compelled by law or government or regulatory authorities so to do.
5. HKPMAC shall be entitled to immediately and without liability either suspend or terminate provision of the Services in the event of :
 - i. Non-payment of the Charges.
 - ii. Cancellation or revocation or purported cancellation or termination of the Request by the Applicant.
 - iii. Failure by the Applicant to comply with any of its obligations or agreements hereunder which is capable of being remedied and such failure is not remedied within 10 days or such period as specified by HKPMAC requiring remedy.
 - iv. Any suspension of payment, arrangement with creditors, bankruptcy, liquidation, receivership or cessation of business of or by the Applicant.
 - v. Partial or total non-performance of the Services arising directly or indirectly from any event beyond HKPMAC’s control including but not limited to fire, flooding, typhoon, rainstorm, war, strikes, civil disorder, acts or threatened acts of terrorism, natural disasters and labour disputes.
6. Unless the Applicant specifies the method/standard to be applied in making the Request, HKPMAC will have the sole discretion to determine the method/standard in preparing the Services.
7.
 - i. No liability shall be incurred by and no claim shall be made against HKPMAC or its servants, employees, agents or sub-contractors in respect of any loss or damage to such Materials and any other property of the Applicant sent to HKPMAC for the Services whilst the same are in the premises where the Services are provided. HKPMAC shall also be under no obligation or liability in respect of the security of the premises where the Services are provided including the contents therein.
 - ii. HKPMAC shall not in any event be liable for any delay in the performance, or partial or total non-performance, of the Services arising directly or indirectly from any event beyond HKPMAC’s control including but not limited to fire, flooding, typhoon, rainstorm, war, strikes, civil disorder, acts or threatened acts of terrorism, natural disasters or labour disputes.
 - iii. Without prejudice to the foregoing provisions, HKPMAC shall have no liability for any indirect or consequential loss including without limitation loss of profit, loss of business, loss of opportunity, loss of goodwill and cost of produce recall.
 - iv. The Applicant must give written notice of the claim to HKPMAC within 30 days from the date of the Report TO THE INTENT THAT HKPMAC shall be absolutely discharged from all liability for all or any claims for loss, damages or expenses arising from or in connection with the Services and the Report unless the claim is received by HKPMAC within the aforesaid 30 days’ period.
 - v. Subject to the foregoing provisions, the liability of HKPMAC in respect of any claim for loss, damages or expense of any nature or howsoever arising from provision of the Services and Report by HKPMAC shall in no circumstances exceed a sum equal to the amount of the Charges paid or payable by the Applicant in respect of the Services.
8. The Applicant shall hold HKPMAC harmless and indemnify HKPMAC and its officers, employees, agents or subcontractors against all claims (actual or collateral) by any third party for loss, damages, costs or expense of whatsoever nature including all legal expenses and other costs and howsoever arising relating to the performance or purported performance of the Services by HKPMAC.
9. Such Materials are deposited with and accepted by HKPMAC at the risk of the Applicant. The Applicant assumes entire responsibility for any loss or damage of or to such Materials through fire, theft, burglary whilst the same are in the premises where the Services are provided without recourse whatsoever to the HKPMAC or its servants, agent, employees or sub-contractors. The Applicant shall take out adequate insurance for such Materials at its own costs.
10. Such Materials delivered to HKMPAC for the Services but unused will be conclusively deemed to be abandoned by the Applicant and will be disposed of in such manner as solely determined by HKMPAC at the expiration of 3 months from the date of the Report at the costs of the Applicant, unless their return to the Applicant is required in writing when the Applicant submits the Request and the Applicant duly collects such Materials so unused within the aforesaid 3 months’ period.
11. Interest will be charged on the Charges from the date of the invoice or as the case may be, such other period as specified by HKPMAC or the date deemed to be due and payable pursuant to these Terms and Conditions until actual payment and on all moneys when due pursuant to these Terms and Conditions at the rate of three per cent per month. The Applicant is also responsible for all HKPMAC’s costs in recovering the Charges from the Applicant including legal costs on a full indemnity basis.
12. Without prejudice to any rights HKPMAC may have at law or under these Terms and Conditions, HKPMAC has the following rights in the event of non-payment of any sums owing to HKPMAC but unpaid as set out below:
 - i. HKPMAC has a lien over such Materials delivered to HKPMAC.
 - ii. HKPMAC shall have the power but shall not be obliged to store such Materials or any part thereof in such place with a third party as HKPMAC may in its sole discretion determine and the Applicant shall pay all storage charges incurred by HKPMAC to any third party for such storage and HKPMAC is entitled to be paid reasonable charges for such Materials or any part thereof in HKPMAC’s custody or storing such Materials or any part thereof with a third party arising from the exercise of lien.
 - iii. HKPMAC shall have the power but shall not be obliged to insure such Materials or any part thereof for such amount and in such manner as HKPMAC may in its sole discretion think fit and the Applicant shall pay or reimburse HKPMAC for all premium and other moneys paid or payable by HKPMAC for taking out the policy.
 - iv. HKPMAC shall have the power but shall not be obliged to sell such Materials or any part thereof by public auction or tender or private treaty for such price and in such manner as HKPMAC may in its sole discretion determine and apply all sums or any part thereof received from such sale to pay for costs and expenses for the sale and set off against all or any money due and owing from the Applicant to HKPMAC and the Applicant shall pay or reimburse HKPMAC for all expenses incurred thereby or any deficit.
13. If the Report is transmitted by electronic means at the Applicant’s request, such transmission is made strictly on condition that HKPMAC will not be liable for any damage or loss of the Report or any contents thereof or delay in transmission for whatever reasons whether due to the act or omission of HKPMAC or its equipment or inception of the Report or any part thereof by any third party, provided that HKPMAC shall have the absolute right to refuse to transmit the Report by electronic means without incurring any liability to the Applicant.
14. HKPMAC retains the right to subcontract part of or all of the Services provided that HKPMAC shall not be liable for the act, neglect or default of the sub-contractor except for HKPMAC’s own neglect or willful default.
15. HKPMAC reserves the right to decline the Request without giving any reason.
16. Unless specifically agreed otherwise,
 - i. all disputes arising out or in connection with the Services at this contract shall be governed and construed according to the laws of the Hong Kong Special Administrative Region; and
 - ii. the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong Courts.
17. Unless the contrary intention appears,
 - i. words importing the masculine gender shall include females and corporations and vice versa, and words in the singular shall include the plural and vice versa; and
 - ii. in the event that the Applicant consists of more than one person, the obligations and liabilities of the Applicant shall be joint and several.