

ATS INSPECTION REQUEST

www.ATS-engineeringinspection.com

PLEASE TYPE OR PRINT IN BLOCK LETTERS					
ATS Contact Person:		ATS Office:		Quotation/Proposal No.	

Applicant Company Name:					
Address:					
City:		State/Province:		Country:	
Contact Person:		Tel:	Fax:	Email:	

If You are a VENDOR Please indicate your buyer company name:					
Address:					
City:		State/Province:		Country:	
Contact Person:		Tel:	Fax:	Email:	

If You are a BUYER Please indicate your vendor company name:					
Address:					
City:		State/Province:		Country:	
Contact Person:		Tel:	Fax:	Email:	

Report sent to:	Buyer	Applicant	Vendor	Other	If a Re-inspection state previous Inspection Report No.	
Invoice sent to:	Buyer	Applicant	Vendor	Other	Certificate sent to:	Applicant Vendor Other

Inspection Location (In English below, and also in local language as an attachment)					
Applicant Company Name:					
Address:					
City:		State/Province:		Country:	
Contact Person:		Tel:	Fax:	Email:	
Desired Inspection Date:		Scheduled Ship Date:		Vessel Sailing Date:	

Service Requested:					
<input type="checkbox"/>	1 st Piece Sample Inspection	<input type="checkbox"/>	In-Process Inspection	<input type="checkbox"/>	Outgoing Inspection per AQL
<input type="checkbox"/>	Pilot Run Inspection	<input type="checkbox"/>	Final Inspection Sampling	<input type="checkbox"/>	Re-inspection per AQL
<input type="checkbox"/>	Initial Production Run Inspection	<input type="checkbox"/>	Final inspection 100%	<input type="checkbox"/>	Load/Documentation Check

Product Name & Description:			Quantity to be Shipped:		
Item No/Style No/SKU No.		P.O. No.	L.C. No.		

Reference Materials:					
<input type="checkbox"/>	Approved Sample (by Buyer or Vendor)				
<input type="checkbox"/>	Product Specification/Drawings	<input type="checkbox"/>	Customer Assembly Instructions	Additional for Fabric/Leather	
<input type="checkbox"/>	Copy of Purchase Order	<input type="checkbox"/>	Promotional Literature	<input type="checkbox"/>	Lab Dip/Shade Band
<input type="checkbox"/>	Copy of Letter of Credit	<input type="checkbox"/>	Product Labeling Requirements	<input type="checkbox"/>	Material/ Color Swatches
<input type="checkbox"/>	Copy of Test Reports	<input type="checkbox"/>	Packaging Method/Instructions	<input type="checkbox"/>	Trim Card
<input type="checkbox"/>	Copy of Packing List	<input type="checkbox"/>	Carton labeling Requirements	<input type="checkbox"/>	Fabric Weight
<input type="checkbox"/>	Special Quality Instructions	<input type="checkbox"/>	Carton Construction Requirements	<input type="checkbox"/>	_____
<input type="checkbox"/>	Step x Step Approved Color Panel	<input type="checkbox"/>	Special Evaluation Requirements	<input type="checkbox"/>	Driving and Contact Instructions

Inspection Sampling Requirements					
Inspection Sampling Standard ANSI/ASQC Z1.4 – 1993 formerly known as MIL STD 105D (Equivalent to ISO 2859-1)					
Inspection Level Tighen _____ Normal _____ Reduced _____					
AQL Acceptance Level Visual: _____ Functional: _____					
Major: _____ Minor: _____ Critical: _____ Major: _____ Minor: _____ Critical: _____					
Special Requirements: _____					

The Applicant requests the above services and agrees all services will be carried out subject to ATS quotation and/or proposal received by our company as amended by the special terms and conditions stated on page 2 of this form. (After receipt of the ATS quotation, please sign this form and resend it to us so that we can proceed with the inspection scheduling.	
Authorized Signature and Company Chop:	Date:

CONSUMER PRODUCT SERVICES – INSPECTION TERMS

Terminology	Definitions	Surcharge: ASIA	Other Locations
Booking Lead Time	Requests for inspection should be made a minimum of 5 business days prior to the desired inspection date. Bookings received with less than 5 days notice may not be honored because of schedule commitments.		
Final Inspection Quantity	Final inspection is normally conducted when a shipment is 100% produced and at least 80% packed . Conducting final inspection below either of these limits is possible but must be confirmed in writing by the Applicant. <u>A High Risk Factory must have the shipment 100% packed.</u>		
Man-day	One person working and/or traveling one normal work day. Minimum charge of 1 man-day.	As agreed with Client	As agreed with Client
Working Hours	9:00 am to 6:00 pm (or in compliance with local labor law and customs) inclusive of 8 hours spent for traveling and/or working (1 hr break included).		May differ outside of Asia
Travel Time	Travel time is free of charge if travel is done the same day of the inspection and even if it exceeds the normal working hours but in compliance with local labor laws.		May differ outside of Asia
Normal Working Days	Monday thru Friday (or in compliance with local labor laws and customs).		
Express Service	Late booking up until 9:00 am the morning of the day before the requested inspection date. This is honored if allowed by ATS scheduled workload.	\$150 USD surcharge x the number of man-day's	As agreed per request
Re-inspection Charge	According to the Clients requirements	USD \$100 surcharge	Man-day rate + all expenses incurred
Late Re-Scheduling or Late Cancellation Charge	<ol style="list-style-type: none"> Request for rescheduling the initial inspection date the same day of the initial inspection date. Cancellation of the inspection less than 1 business day notice before the inspection. If the cancellation reaches ATS too late and the inspector has already left, all expenses incurred will also be charged. 	Man-day rate + all expenses incurred	Man-day rate + all expenses incurred
Late Starting Charge	Request to start the inspection in the afternoon or night. Late starting charge applies but no additional overtime charged if the inspection + travel time does not exceed 8 hours.	\$150 USD surcharge x the number of man-day's	As agreed with Client
Working on Holidays Charge (Saturday, Sunday or Public holiday or local custom)	Holidays and Weekends vary depending on local law and customs. A surcharge is applied for work on such days.	<ol style="list-style-type: none"> Saturday or equivalent = USD \$100 surcharge x the number of man-day's. Sundays, Holidays or equivalent USD \$150 	As agreed with Client
Overtime	Hours worked outside the normal working hours.	Man-hour = Mandate rate/8 hours	As agreed with Client
Extra Travel Time Charge	<ol style="list-style-type: none"> Travel required on the day before or after the inspection. Waiting time on the day before or after due to transportation delays. 	<ol style="list-style-type: none"> Up to 4 hrs. = .5 man-day Over 4 hrs = 1.0 man-day 	As agreed with Client
Travel Expense	Cost of transportation	As agreed per request	As agreed with Client
Accommodations	When travel is required the day before or after as well as when 2 or more days are required for inspection.	As agreed per request	As agreed with Client
Mailing Expense	Documents, samples, materials, etc.	Charge'd at cost	Charge'd at cost
Inspection Certificate re-issuance charge	All changes except ATS own corrections	USD \$100 surcharge	USD \$100 surcharge
Liability	Refer to article 8 and 9	5 times the service fee and up to 10 times for special cases.	5 times the service fee and up to 10 times for special cases.
General conditions	All ATS activities are governed by ATS General Conditions of Service		

Payment term is net 30 days from the invoice date. Invoices are payable whether the products/shipment is accepted, rejected, shipped or unshipped.

CONDITIONS OF INSPECTION

ATS (Asian Technical Sourcing Ltd), herein as the ("Company"), will conduct at the request of the Submitter ("Client"), the required Inspections specified on the reverse side of this Inspection Request Form in accordance with, and subject to, the following terms and conditions:

1. All orders for Inspections are subject to acceptance by the Company, and no order will constitute a binding commitment of the Company unless and until such order is accepted by it, as evidenced by the issuance of a written report ("Inspection Report") by the Company. The Inspection Report is issued solely by the Company, is intended for the exclusive use of Client and shall not be published, used for advertising purposes, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of the Company. The Company shall not be liable for any loss or damage whatsoever resulting from the failure of the Company to provide its services within any time period for completion estimated by the Company. If Client anticipates using the Inspection Report in any legal proceeding, arbitration, dispute resolution forum or other proceeding, it shall so notify the Company prior to submitting the sample for inspection.
2. The names, service marks, trademarks and copyrights of the Company are and shall remain the sole property of the Company or its affiliates and shall not be used by Client except solely to the extent that Client obtains the prior written approval of the Company and then only in the manner prescribed by the Company. Client shall not contest the validity of the Inspection Reports or take any action that might impair the value or goodwill associated with the Inspection Reports or the image or reputation of the Company.
3. The Inspection Report will set forth the findings of the Company solely with respect to the Inspection samples identified therein and, unless specifically and expressly indicated in the Inspection Report, the results set forth in such Inspection Report will not be indicative or representative of the quality or characteristics of the lot from which a Inspection sample will be taken. The Inspection Report will reflect the findings of the Company at the time of Inspection only, and the Company shall have no obligation to update the Inspection Report after its issuance. The Inspection Report will set forth the results of the Inspections performed by the Company based upon the written information provided to the Company as set forth in, or attached to, this Inspection Request Form. The Inspection Report will represent the entire understanding of the parties hereto with respect to the subject matter of the Inspection Report and no modification, variance, extrapolation or conclusion with respect thereto shall be permitted without the prior written consent of the Company.
4. The Company may, in its sole discretion, destroy samples which have been furnished to the Company for Inspection and which have not been destroyed in the course of Inspection. The Company may delegate the performance of all or a portion of the services contemplated hereunder to an affiliate, agent or subcontractor of the Company, and Client consents to such delegation.
5. Unless a shorter period is provided for on the reverse side of this Inspection Request Form, payment in full shall be due 30 days after the date of invoice. Client shall pay interest on any overdue amount from the due date until paid at an interest rate of 1.5% per month or, if less, the maximum rate permitted by law. The Company reserves the right, at any time and from time to time, to revoke any credit extended to Client. Client shall reimburse the Company for any costs it incurs in collecting past due amounts, including court costs and fees and expenses of attorneys and collection agencies. The Inspection Report may not be used or relied upon by Client if and for so long as Client fails to pay when due any invoice issued by the Company or any affiliate of it to Client or any affiliate or subsidiary of Client together with interest and penalties, if any, accrued thereon.
6. The Company may, from time to time, permit Client to access this Inspection Request Form, the Inspection Report and other communications by means of e-mail transmissions with the Company. Client acknowledges that any such transmission will not be encrypted and, hence, will not be confidential, that such transmissions may be read and intercepted by third parties and that the electronic version of a Inspection Request Form, Inspection Report or other communication could be modified inadvertently. The Company disclaims any and all responsibility or liability arising out of or in connection with e-mail transmissions of such information.
7. The Company represents and warrants solely to Client that the Inspection Report will be free of any material error or omission caused by the negligence of the Company. If Client desires to assert a claim for breach of the foregoing warranty, it must submit a claim to the Company within 60 days after the date of issuance of the Inspection Report to Client in a writing that sets forth with particularity the basis for such claim. If the Company determines that the claim is timely and that a breach of the foregoing warranty has occurred, then the Company, at its option, may either (a) re-perform the deficient inspection, without charge to Client, or (b) refund to Client, without interest, the fee paid to the Company for such Inspection Report. Client waives any and all claims for breach of the foregoing warranty, including, without limitation, claims that the Inspection Report is inaccurate, incomplete or misleading or that additional or different inspection is required, unless and then only to the extent that Client submits a written claim to the Company within such 60-day period.
8. The Company shall, to the extent of the limitation of liability set forth in Section 9, indemnify Client against third party claims asserting a loss arising exclusively from the negligence of the Company, but only if Client (a) notifies the Company of the assertion of such claim immediately upon its being notified and (b) provides to the Company the option to assume the defense of such claim or participate in such defense.
9. EXCEPT TO THE EXTENT OF THE LIMITED WARRANTY SET FORTH IN SECTION 7 OR AS MAY OTHERWISE BE AGREED TO IN WRITING BY THE COMPANY AND NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN OR IN ANY INSPECTION REPORT, NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, IS MADE. IN NO EVENT WHATSOEVER SHALL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE SERVICES PROVIDED BY THE COMPANY HEREUNDER, INCLUDING WITHOUT LIMITATION LOSS OF OR DAMAGE TO PROPERTY, LOSS OF INCOME, PROFIT OR USE, OR CLAIMS OR DEMANDS MADE AGAINST CLIENT OR ANY OTHER PERSON BY ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF THE SERVICES PROVIDED BY THE COMPANY HEREUNDER. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN, UNDER NO CIRCUMSTANCES WHATSOEVER SHALL THE LIABILITY OF THE COMPANY IN RESPECT OF ANY CLAIM FOR LOSS, DAMAGE OR EXPENSE, OF WHATEVER NATURE OR MAGNITUDE, AND HOWEVER ARISING, EXCEED AN AMOUNT EQUAL TO THE AMOUNT OF THE FEES PAID TO THE COMPANY FOR THE SPECIFIC SERVICES WHICH GAVE RISE TO SUCH CLAIM.
10. The Company shall not be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder resulting directly or indirectly from any cause that is beyond the control of the Company, including, but not limited to, fire, flood, tornado, hurricane or other acts of God, war, casualty, accident, embargo, governmental actions, orders of courts or tribunals, non-performance of third parties, strike, lock-out, or other difficulties with employees, inability timely to obtain labor, material, equipment or services through the Company's usual sources or delays of carriers. If any such event occurs, the Company may immediately cancel or suspend its performance hereunder without incurring any liability whatsoever to Client.
11. These Conditions of Inspection shall be governed by, and construed in accordance with, the local laws of the country where the Company performs the Inspections. Client waives the right to interpose any counterclaim or setoffs of any nature in any litigation arising hereunder. Any proceeding related to the subject matter hereof shall be brought, if at all, in the courts of the country where the Company performs the Inspections.
12. These Conditions of Inspection are available at the website www.ATS-engineeringinspection.com. If there is a discrepancy between the terms and conditions set forth in these Conditions of Inspection and the terms and conditions set forth (a) at such website; (b) in the Inspection Report, (c) on the reverse side of this Inspection Request Form or (d) in any other writing other than a master agreement which expressly (i) provides that its terms and conditions shall take precedence over these Conditions of Inspection and (ii) cross-references this Section 12 or the equivalent section at such website, the Conditions of Inspection set forth at such website shall govern and any inconsistent provision of this Inspection Request Form or other writing, as applicable, shall be disregarded. If no Conditions of Inspection are set forth at such website, then the Conditions of Inspection set forth herein shall govern.