

**用戶室內設備驗證申請表**  
**CERTIFICATION OF**  
**CUSTOMER PREMISES EQUIPMENT**  
**APPLICATION FORM**

**填表指引**

1. 每份申請表只可填寫一種設備的型號或類型編號。
2. 請以正楷填妥所有有關部份，並須在不適用處填上「不適用」。
3. 在適當的  內加上「X」號。
4. 除須要提交設備樣本作測試外，在接獲本公司通知前，無需送交設備樣本。
5. 如在本表格提供的資料不正確或有不完整，可能會導致申請被拒或將來已發的證書被撤銷。

**Instruction for completion**

1. Use one application for only one model or type number of the equipment.
2. Please complete all relevant parts in BLOCK letter. If a part is not applicable, please write "N/A".
3.  check with "X" where appropriate.
4. Unless it is required to conduct equipment testing, no equipment sample is to be sent until advice from us.
5. Incomplete or incorrect information supplied on this form may result in rejection of the application or subsequent withdrawal of the certificate granted.

<b>甲部</b> <b>PART A</b>	<b>申請人(證書持有人)資料</b> <b>PARTICULARS OF APPLICANT (CERTIFICATE HOLDER)</b>
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(請參閱須知第 1 項) (See NOTE 1)

1. 公司名稱:  
Company Name: \_\_\_\_\_  
(英文、請用正楷) (In English BLOCK LETTERS)

\_\_\_\_\_  
(中文、如適用) (In Chinese, if applicable)

2. 公司地址  
Company Address: \_\_\_\_\_

3. 在貴公司負責這項申請人士的姓名，電話號碼、傳真號碼及電郵地址：  
Name, telephone number, facsimile number and email address of the person in your company who is responsible for this application:

姓名(英文) \_\_\_\_\_ 中文、如適用 \_\_\_\_\_  (先生) (Mr.)  
Name (In English): \_\_\_\_\_ (In Chinese, if applicable) \_\_\_\_\_  (女士) (Ms.)

電話號碼 \_\_\_\_\_ 傳真號碼 \_\_\_\_\_ 電郵地址 \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

(若你想授權代理人或顧問代你處理申請類型檢定或類型認可，請填寫下列資料。一份由申請人(證書持有人)簽發委託代理人代為申請類型檢定或類型認可的授權書必須連同申請表格一併遞交。你並非必須委託任何人代你申請。)

(Complete the following only if you wish to authorize an agent or consultant to handle the application of type approval or type acceptance on your behalf. A **letter of authorization** from the Applicant (Certificate Holder) authorizing the agent or consultant to apply for type approval or type acceptance on the Applicant (certificate holder)'s behalf must be enclosed with this application form. Authorization is **NOT** compulsory.)

4. 授權代理人的公司名稱:  
Company Name of Authorized Agent: \_\_\_\_\_

公司地址  
Company Address: \_\_\_\_\_

姓名(英文) \_\_\_\_\_ 中文、如適用 \_\_\_\_\_  (先生) (Mr.)  
Name (In English): \_\_\_\_\_ (In Chinese, if applicable) \_\_\_\_\_  (女士) (Ms.)

電話號碼 \_\_\_\_\_ 傳真號碼 \_\_\_\_\_ 電郵地址 \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

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<b>乙部</b> <b>PART B</b>	<b>用戶室內設備資料</b> <b>DETAILS OF CUSTOMER PREMISES EQUIPMENT</b>
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(請參閱須知第 2-3 項) (See NOTE 2-3)

1. 商品名稱:  
Trade Name: \_\_\_\_\_

2. 設備類別:  
Type of Equipment: \_\_\_\_\_

3. 牌子:  
Brand Name: \_\_\_\_\_

5. 型號:  
Model No.: \_\_\_\_\_

4. 其他型號(如有):  
Variants (if any): \_\_\_\_\_

6. 製造年份:  
Year of Manufacture: \_\_\_\_\_

7. 電池製造商及型號(如有):  
Battery manufacturer and Model No. (if any): \_\_\_\_\_

8. 製造商名稱:  
Name of Manufacturer: \_\_\_\_\_

製造商地址:  
Address of Manufacturer: \_\_\_\_\_

聯絡人姓名(英文) \_\_\_\_\_ 中文、如適用 \_\_\_\_\_  (先生) (Mr.)  
Name (In English): \_\_\_\_\_ (In Chinese, if applicable) \_\_\_\_\_  (女士) (Ms.)

電話號碼 \_\_\_\_\_ 傳真號碼 \_\_\_\_\_ 電郵地址 \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

9. 適合的 HKCA 規格:  
Applicable HKCA Specification(s): \_\_\_\_\_

10. 有否獲其他檢定證書:  有  沒有  
Any Type Approval certificate received:  Yes  No

如有: if yes:	證書號碼: Certificate No.:	簽發當局: Issuing Authority:	相關標準 Relevant Standard
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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<b>丙部</b> <b>PART C</b>	<b>文件</b> <b>DOCUMENTATION</b>
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(請參閱須知第 4-9 項) (See NOTE 4-9)

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> 支付「香港通用檢測認證有限公司」的 | <input type="checkbox"/> 港幣 HK Dollars<br><input type="checkbox"/> 美元 US Dollars | 元款項的劃線支票乙張。<br>Payable to "SGS Hong Kong Limited" |
|--|--|---|

(如申請不獲批准，所繳付之申請費將不獲退還。 Application fee is not refundable, irrespective of the application is successful or not.)

- 註明元件數值及容限的電路圖乙份。  
One set of circuit diagram(s) giving values and tolerance of components.
- 詳細描述設備及其操作的技術 / 操作手冊副本乙份。  
One copy of technical / operating manual giving a detailed description of the equipment and its operation.
- 展示設備的電路板及設備外觀 (包括設備的正、背和側面、牌子、型號、控制按鈕、開關及指示器等) 的照片 / 產品小冊子。  
Photographs / product brochure showing the circuit layout, appearance of the equipment including front, rear, side views and brand name, model number, control buttons, switches and indicators, etc.
- 認可測試代理商的測試報告或製造商的符合聲明書和測試報告乙份。  
One copy of test report issued by Recognised Testing Agency (RTA) or one copy of test report together with a self-declaration of conformity prepared by manufacturer.
- 關鍵電氣元件的詳細信息應在測試報告或批准的元件數據文件中提供。如果適用的話，信息應包括電源，可再充電電池，插頭，電源線，內部線，塑料外殼，X-電容器，Y電容器，印刷電路板，電流保險絲，變壓器等。  
Critical electrical components details shall be provided in test report or approved component data file. If applicable, information shall include power supply, rechargeable battery, plug, supply cord, internal wire, plastic enclosure, X-capacitor, Y-capacitor, printed circuit board, current fuse, transformer and so on.
- 電氣產品(安全)規例下的符合安全規格證明書乙份，只適用於在設計上是供家庭使用的電氣設備。  
One copy of "Certificate of Safety Compliance" under Electrical Products (Safety) Regulations, only applicable to electrical equipment designed for household use.
- 其他文件 (請註明)  
Any other document(s), please specify: \_\_\_\_\_

備註: 接受以上文件的電子複本。 Remark: Electronic copy of the above document(s) is also accepted.

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<b>丁部</b> <b>PART D</b>	<b>提交設備樣本</b> <b>EQUIPMENT SAMPLE SUBMISSION</b>
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(若須要提交設備樣本作測試，請填寫下列資料。樣本連同本表格可直接送往本公司 電器及電子實驗室, 地址: 香港九龍灣宏照道十一號寶龍中心A座地下2及3號室; 或致電本公司收辦熱線 2774 7133。)

(Complete only if equipment test is required. The test sample, together with this form can be sent directly to: Electrical and Electronic Laboratory, Unit 2 and 3, G/F, Block A, Po Lung Centre, 11 Wang Chiu Road, Kowloon Bay, Kowloon, Hong Kong; or call at our pickup hotline 2774 7133.)

提交的設備樣本須為:

- 在操作時，可與適當的附件配合作測試；
- 除特別指明外，一般須調至最大輸出功率；及
- 清楚展示該設備的牌子、型號及機身編號

The sample submitted must be:

- In working condition, properly configured for testing and completed with the necessary test accessories;
- Set to produce maximum power output, unless otherwise specified; and
- Clearly marked with the brand name, model and serial number.

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<b>丁部</b> <b>PART D</b>	<b>提交設備樣本 (續)</b> <b>EQUIPMENT SAMPLE SUBMISSION (cond't)</b>
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1. 主要設備樣本:  
Main Equipment:

機身編號 Serial number:	機身編號 Serial number:	機身編號 Serial number:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. 設備附件:  
Accessories:

	數量 Quantity	型號 / 類型 Model / Type
a. 充電池 Rechargeable Battery:	_____	_____
b. <input type="checkbox"/> 電池充電器 Battery charger:	_____	_____
<input type="checkbox"/> 交流電變壓器 AC adaptor:	_____	_____
c. 外置傳聲器 External microphone:	_____	_____
<input type="checkbox"/> 有按鈕控制 with keying control:	_____	_____
d. 測試編碼器 Test encoder:	_____	_____
<input type="checkbox"/> 附上說明書 with manual:	_____	_____
e. 測試固定裝置 Test fixture:	_____	_____
<input type="checkbox"/> 附上說明書 with manual:	_____	_____
f. 測試軟件 Testing software:	_____	_____
<input type="checkbox"/> 附上說明書 with manual:	_____	_____
g. 其他 (請註明) Others (Please Specify):	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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<b>戊部</b> <b>PART E</b>	<b>申請人(證書持有人)須知</b> <b>NOTES TO APPLICANT (CERTIFICATE HOLDER)</b>
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1. 透過本表格提供個人資料，屬自願性質。如你沒有提供足夠資料，本公司可能無法辦理你的申請。  
 The provision of personal data by means of this application form is voluntary. If you do not provide sufficient information, we may not be able to process your application.
2. 你所填寫的個人資料，將被本公司用以處理你的申請。  
 The personal data provided by you will be used for processing your application made in this form.
3. 在評估你的申請時，或會向其他相關政府部門 / 機構披露你在本表格所提供的個人資料。除個人資料外，本公司或會向香港認可處披露你所提交無線電設備的有關資料，惟只作認可之用。  
 The personal data you provide by means of this form may be disclosed to other relevant government departments / agencies in connection with the assessment of your application. In addition to the personal data, any relevant information related to the radio equipment as submitted with your application may be disclosed to Hong Kong Accreditation Service (HKAS) for the purpose of accreditation only.
4. 如申請獲得批准，本公司須向通訊事務管理局辦公室披露你在本表格所提供的個人及設備資料。  
 For successful applications, the personal data and details of equipment of this form will be disclosed to the Office of the Communications Authority.
5. 你有權要求查閱和更正你的個人資料。包括取得本申請表上所載個人資料的副本，惟索取這些資料時或須繳費。  
 You have a right of request for access and correction with respect to personal data. Your right of access includes the right to obtain a copy of your personal data provided by this application form, though a charge may be levied on obtaining such information.

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<b>己部</b> <b>PART F</b>	<b>申請人(證書持有人)聲明</b> <b>DECLARATION OF APPLICANT (CERTIFICATE HOLDER)</b>
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1. 本人/我們謹此聲明，本人/我們已經閱讀并同意如下各事項：
  - a. 戊部“申請人(證書持有人)須知”；
  - b. 附件“服務通用條款”，或可在網址<https://www.sgs.com/en/terms-and-conditions>獲取；
  - c. 附件“產品合格評定服務通用條款”，或可在網址<https://www.sgs.com/en/terms-and-conditions>獲取；
  - d. 附件“通信事務管理條款和條件”，或可在網址<https://www.sgs.com/en-hk/services/ofca-certification>獲取；

I/We hereby declare that I/We had read and agreed the conditions below:

  - a. The information in Part E – Notes to Applicant (Certificate Holder);
  - b. The attached “General Conditions for Service” accessible at <https://www.sgs.com/en/terms-and-conditions>;
  - c. The attached “General Conditions for Product Conformity Assessment Services” accessible at <https://www.sgs.com/en/terms-and-conditions>;
  - d. The attached “Terms And Conditions For OFCA Certification” accessible at <https://www.sgs.com/en-hk/services/ofca-certification>;
  
2. 本人/我們謹此聲明，本申請表填報的資料和夾附的文件均屬真實，完整及正確無誤。  
 I/We hereby declare that the information and document given in this application form is true, correct and complete.
  
3. 本人/我們謹此證實，所提交的樣本為本表格內所申報的設備。申報的設備沒有曾經申請以及被通訊事務管理局辦公室或通訊事務管理局辦公室所認可之認證機構頒發證書。  
 I/We hereby confirmed that the submitted sample is representative of the equipment as stated in this application form. The equipment seeking for certification has not applied to and has not been granted with certification from OFCA or other Certification Bodies recognized by OFCA.
  
4. 本人/我們謹此證實，本人/我們須要負責及確保所提交申請認證的設備與相關測試報中測試樣品的一致性。  
 I/We hereby confirmed that I/We shall take the responsibility of ensuring the conformity of the products to be certified is the same as the sample tested in the relevant test report(s).
  
5. 本人/我們同意在獲通知鑑定結果的日期起計三個月內，取回所提交的設備樣本。如果本人/我們未能在有關期限內取回，本人/我們同意香港通用公證行有限公司可決定以適當的方法處置該樣本。  
 I/We agree to collect the submitted sample within three months from the date of notification of the evaluation result. If I/we do not collect the submitted sample within such period of time, I/We agree that SGS Hong Kong Limited may dispose of the submitted sample in whatever manner he considers appropriate.

(Company stamp)

申請人(證書持有人)簽署:  
 Signature of Applicant  
 (certificate holder): \_\_\_\_\_

簽署人姓名:  
 Signatory's full name: \_\_\_\_\_  
 (請用正楷書寫) (In BLOCK LETTERS)

職位:  
 Position Held: \_\_\_\_\_

日期:  
 Date: \_\_\_\_\_

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填寫表格須知

**Guidance Notes for Completion of Application Form**

1. 申請人(證書持有人)(證書持有人)一定為有關設備的製造商或其授權代表、或設備供應商及擁有認證產品之生產及品質控制權。若申請人(證書持有人)授權代理商或顧問協助處理認證申請，則需提交由申請人(證書持有人)的授權信件以表明該代理商或顧問已獲授權代表申請人(證書持有人)提交類型檢定或類型認可申請。

Applicants (Certificate Holders) shall be the manufacturers of the equipment, or its authorized representatives, or equipment suppliers and have a right to control the production and quality of the equipment certified. In case the applicants (certificate holders) seeking agency or consultant to handle the certification application, an authorization letter from the applicants (certificate holders) shall be submitted to show the agency or consultant is authorized to help the applicants (certificate holders) to handle the type approval or type acceptance application.

2. 乙部所填寫的牌子及型號須能用以清楚辨認正在申請類型檢定的設備。假如乙部所載的牌子及型號，與申請人(證書持有人)所提交的有關證書或測試報告有出入，申請人(證書持有人)須提供詳細的解釋及製造商的聲明，以證明正在申請類型檢定的設備，與申請人(證書持有人)所提交的證書或測試報告的設備的電力及機械規格完全一致。

Brand name and model number given in Part B should be able to uniquely identify the equipment under application. In case that the brand name and model number as given in Part B are different from those in the submitted supporting certificate or test report, the applicants (certificate holders) should provide detailed explanation and a manufacturer's declaration to confirm that the equipment under application is electrically and mechanically identical to the one covered by the submitted certificate or test report.

3. HKCA 規格訂明用戶室內設備的技術規定，有關詳情載於：  
[https://www.ofca.gov.hk/en/industry\\_focus/standards/tel\\_standards/hkca/index.html](https://www.ofca.gov.hk/en/industry_focus/standards/tel_standards/hkca/index.html)。基本上，很多種類的用戶室內設備均沒有強制驗證的規定，只要符合指定的 HKCA 規格，便可在本地市場出售。

The technical requirements for customer premises equipment are prescribed in the HKCA specifications, which are published in detail at [https://www.ofca.gov.hk/en/industry\\_focus/standards/tel\\_standards/hkca/index.html](https://www.ofca.gov.hk/en/industry_focus/standards/tel_standards/hkca/index.html).

Basically, certification is not a mandatory requirement for many types of customer premises equipment, which can be placed in the local market without certification provided that they comply with the prescribed HKCA specifications.

4. 如對測試報告的詮釋、進行測試的方法和設備製造商所提交的聲明的真確性有任何爭議，以本公司及通訊事務管理局局長的決定為準。

In cases of doubt relating to the interpretation of the test report, the method of carrying out the tests and the validity of the statements made by the manufacturers of the equipment, the decision of SGS Hong Kong Limited and Communications Authority should be final.

5. 不完整、不充足或不適當的文件或會導致申請進度受阻甚至申請被拒。申請人(證書持有人)因此應確保所提交的文件完整及準確。所有用以支持申請的文件，包括測試報告、證書、說明書等，均須以中文或英文撰寫。如證明文件是以其他語言撰寫，申請人(證書持有人)須提供經認證的中文或英文譯本。這些證明文件宜以光碟或其他電子形式提交。

Incomplete, inadequate or improper documentation may cause delay or reject of an application. The applicant (certificate holder) is requested to pay attention to ensure the completeness and accuracy of documentation. All supporting documents, including the test report, certificate, manual etc., should be in either Chinese or English language. For those supporting documents written in other language, a should provide a certified copy of the translation in Chinese or English. Copies of these supporting documents in CD format or other electronic formats are preferred.

6. 申請費用須在遞交申請時繳付。  
The application fee is payable at the time of submitting the application.



填寫表格須知 (續)

**Guidance Notes for Completion of Application Form (Cond't)**

7. 可以支票、銀行本票或銀行匯票方式繳付申請費。劃線支票、銀行本票或銀行匯票須註明支付予「香港通用檢測認證有限公司」。由海外銀行發出的銀行匯票所填款額須包括本地銀行收取的費用。請於支票、銀行本票或銀行匯票背面寫上申請人(證書持有人)的姓名及申請檢定的設備型號。

Payment by cheque, cashier order or bank draft is acceptable. Crossed cheque, cashier order or bank draft should be made payable to "SGS Hong Kong Limited". The bank draft issued by overseas bank should cover the charges of our local bank. The name of applicant (certificate holder) and equipment model under application should be given at the back of the cheque, cashier order or bank draft.

8. 如申請獲得批准，本公司會保留申請人(證書持有人)提交的所有技術文件。

For successful applications, all the technical documents submitted will be retained by SGS Hong Kong Limited. For unsuccessful applications, applicants (certificate holders) will be informed of the evaluation results.

9. 如申請不獲批准，申請人(證書持有人)將獲通知有關結果，所繳付之申請費將不獲退還。

For unsuccessful applications, applicants (certificate holders) will be informed of the evaluation results, and the application fee is not refundable.

- 完 -  
- End -

### 1. GENERAL

- a. Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS SA or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions")
- b. The Company may perform services for persons or entities (private, public, or governmental) issuing instructions (hereinafter, the "Client").
- c. Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). Client hereby irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

### 2. PROVISION OF SERVICES

- a. The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:
  - i. the terms of any standard order form or standard specification sheet of the Company; and/or
  - ii. any relevant trade custom, usage, or practice; and/or
  - iii. such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.
- b. Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.
- c. Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.
- d. Should Client request that the Company witness any third-party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third-party personnel or the analysis results.
- e. Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.
- f. The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.
- g. Should Company receive documents reflecting engagements contracted between Client and third parties or third-party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company
- h. Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates, or undertakes to discharge any duty of Client to any third party or that of any third party to Client
- i. All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

### 3. OBLIGATIONS OF CLIENT

The Client will:

- a. ensure that sufficient information, instructions, and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;
- b. procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;
- c. supply, if required, any special equipment and personnel necessary for the performance of the services;
- d. ensure that all necessary measures are taken for safety and security of working conditions, sites, and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
- e. inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution, or poisons;
- f. fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

### 4. FEES AND PAYMENT

- a. Fees not established between the Company and Client at the time the order is placed, or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.
- b. Unless a shorter period is established in the invoice, Client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company failing which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.
- c. Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.
- d. Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.
- e. Client shall pay all of the Company's collection costs, including attorney's fees and related costs.
- f. In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.
- g. If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:
  - (1) the amount of all non-refundable expenses incurred by the Company; and
  - (2) a proportion of the agreed fee equal to the proportion of the services actually carried out.

### 5. SUSPENSION OR TERMINATION OF SERVICES

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

- a. failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- b. any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership, or cessation of business by Client

### 6. LIABILITY AND INDEMNIFICATION

#### a. Limitation of Liability:

1. The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.
2. Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents, or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.
3. The Company shall not be liable for any delayed, partial, or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.
4. The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser.
5. The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expenses arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.
6. In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:
  - (i) the date of performance by the Company of the service which gives rise to the claim; or
  - (ii) the date when the service should have been completed in the event of any alleged non-performance.

- b. Indemnification: Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents, or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance, or non-performance, of any services.

### 7. MISCELLANEOUS

- a. If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- b. During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage, or make any offer to Company's employees to leave their employment with the Company.
- c. Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

### 8. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

Unless specifically agreed otherwise, all disputes arising out or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of Switzerland exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in Paris (France) and be conducted in the English language.

### 9. SPECIAL CONDITION

Notwithstanding the provisions of clause 8 above, and providing that the Company and Client have their registered offices in Hong Kong, all disputes arising out of or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of Hong Kong, exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of the International Chamber of Commerce of Hong Kong by one or more arbitrators appointed in accordance with the said Rules, each party to bear its own costs. The arbitration shall take place in Hong Kong and be conducted in the English language.

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SGS Hong Kong Limited

## 1. GENERAL

- a. Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS SA or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") in relation to product conformity assessment services shall be governed by these general conditions for product conformity assessment services (hereinafter the "General Conditions").
- b. The Company may perform services for persons or entities (private, public, or governmental) issuing instructions (hereinafter, the "Client").
- c. Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Certificates of Conformity"). Client hereby irrevocably authorizes the Company to deliver Certificates of Conformity to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage, or practice.

## 2. PROVISION OF SERVICES

- a. The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:
  1. the terms of any standard order form or standard specification sheet of the Company; and/or
  2. any relevant trade custom, usage or practice; and/or
  3. such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.
- b. Information stated in Certificates of Conformity is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.
- c. Should Client request that the Company witness any third-party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third-party personnel or the analysis results.
- d. Certificates of Conformity issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.
- e. The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.
- f. Should Company receive documents reflecting engagements contracted between Client and third parties or third-party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.
- g. Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates, or undertakes to discharge any duty of Client to any third party or that of any third party to Client.
- h. All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

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The Client will:

- a. ensure that sufficient information, instructions, and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;
- b. procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;
- c. supply, if required, any special equipment and personnel necessary for the performance of the services;
- d. ensure that all necessary measures are taken for safety and security of working conditions, sites, and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
- e. inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution, or poisons;
- f. fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law;
- g. fulfil the certification requirements including implementing appropriate changes when they are communicated by the Company. The Client must inform the Company should there be changes, that may affect its ability to comply with the certification requirements. Any breach of this obligation to inform may lead to the withdrawal of the Certificate of Conformity. Furthermore, the Client is bound to inform the Company of any major non-conformity identified during internal audits undertaken by the Client, its partners, or public authorities;

- h. only makes claims regarding the certification of goods covered under the scope of the certification;
- i. make all necessary arrangements for the investigation of complaints. The Client shall keep a record of all customer complaints made known to it, take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification; document the actions taken; and makes these records available to the Company when requested;
- j. only reproduce certification documents in their entirety or as specified by the certification scheme, if provided by the Client to third parties;
- k. not use its certification in such a manner as to bring the Company into disrepute and not make any statement regarding its certification that the Company may consider misleading or unauthorized;
- l. authorize the participation of third-party observers if required by the Company;
- m. ensure that the certified products continue to fulfil product requirements if the certification applies to continuing production;
- n. not make reference to its product certification in communication media such as documents, brochures or advertising unless authorized in writing by the Company.

**4. FEES AND PAYMENT**

- a. Fees not established between the Company and Client at the time the order is placed, or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.
- b. Unless a shorter period is established in the invoice, Client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company failing which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.
- c. Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.
- d. Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.
- e. Client shall pay all of the Company's collection costs, including attorney's fees and related costs.
- f. In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.
- g. If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:
  - 1. the amount of all non-refundable expenses incurred by the Company; and
  - 2. a proportion of the agreed fee equal to the proportion of the services actually carried out.

**5. SUSPENSION OR TERMINATION OF SERVICES**

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

- i. failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- ii. any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership, or cessation of business by Client.

The conditions for the suspension and/or withdrawal of Certificate of Conformity (CoC), Statement of Product Registration (SoR) or Statement of Product License (SoL), are set out on [www.sgs.com](http://www.sgs.com) and shall be provided by the Company upon request.

**6. LIABILITY AND INDEMNIFICATION**

- a. Limitation of Liability:
  - i. The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.
  - ii. Certificates of Conformity are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Certificates of Conformity. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Certificates of Conformity nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.
  - iii. The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.
  - iv. The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser.
  - v. The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expenses arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.
  - vi. In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:

**SGS Hong Kong Limited**

Laboratory: Unit 2 and 3, G/F, Block A, Po Lung Centre, 11 Wang Chiu Road, Kowloon Bay, Kowloon, Hong Kong  
 Office: Units 303 & 305, 3/F, Building 22E, Phase 3, HK Science Park, New Territories, Hong Kong  
 t (852) 2334 4481 f (852) 2764 3126 e [mktg.hk@sgs.com](mailto:mktg.hk@sgs.com) w [www.sgs.com/en-hk/](http://www.sgs.com/en-hk/)



1. the date of performance by the Company of the service which gives rise to the claim; or
2. the date when the service should have been completed in the event of any alleged non-performance.

b. Indemnification:

Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents, or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance, or non-performance, of any services.

**7. MISCELLANEOUS**

- a. If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- b. During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage, or make any offer to Company's employees to leave their employment with the Company.
- c. Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorization.

**8. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION**

Unless specifically agreed otherwise, all disputes arising out or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of Switzerland exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in Paris (France) and be conducted in the English language.

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1. This certificate is issued by the company under its General Conditions for Certification Services accessible <https://www.sgs.com/en/terms-and-conditions>. Attention is drawn to the limitations of liability defined therein. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful, and offenders may be prosecuted to the fullest extent of the law.
2. This certificate is the property of SGS Hong Kong Limited to whom the certificate shall be returned when required such as, withdrawal, or termination of certification.
3. This Certificate may be withdrawn if the equipment marketed is found not meeting the technical specifications(s) prescribed by the Communications Authority or any of the conditions on this certificate is breached.
4. The certificate holder shall perform remedial actions or recall the certified equipment marketed in Hong Kong as may be required by SGS Hong Kong Limited or the Communications Authority if they are found not meeting the prescribed technical or safety requirements.
5. Prior approval from SGS Hong Kong Limited is required for any alteration in Model No. / Brand Name or other particulars for this equipment.
6. No electrical or mechanical change shall be made to this equipment without prior approval from SGS Hong Kong Limited.
7. The Communications Authority retains all authority under the law to interpret, implement and enforce the relevant technical regulations governing telecommunications equipment, as well as industrial, scientific, and medical equipment emitting radio frequency energy intentionally, which is for use or sale in Hong Kong.
8. The certificate holder allows the Office of the Communications Authority to publish the relevant technical information on its website.
9. This certificate may be withdrawn, and all the marketed equipment may be recalled if the equipment is a customer premises equipment and generates connection problems in the Hong Kong public telecommunications network.
10. SGS Hong Kong Limited reserves its right to request the certificate holder to provide samples of the certified equipment for testing against the OFCA technical specification.
11. Product certification scheme is Type 1a as defined in ISO/IEC 17067:2013.
12. The certificate holder shall ensure the telecommunication equipment and Industrial, Scientific and Medical (ISM) Equipment certified continues to fulfil the technical specification(s) prescribed by the Communications Authority.
13. Upon withdrawal, or termination of certification, the certificate holder shall discontinue its use of all advertising matter that contains any reference to the certification scheme.
14. The certificate holder is not permitted to claim its certification status in any promotion material or advertisement, including the use of SGS Hong Kong Limited's corporate name or any other registered trademarks in advertising, without SGS Hong Kong Limited's prior written consent.

SGS Hong Kong Limited  
(01 June 2022)