



Taber File No. _____

Date Received: _____

TEST REQUEST FORM

Please type or print in BLOCK LETTERS

Company _____

Address _____ City _____ State _____ Zip _____

Contact Person _____

Phone (____) _____ Fax (____) _____ Email _____

SAMPLE INFORMATION: (Indicate correct side to test)

Description _____ No. of Unique Samples Submitted _____

Item Reference _____ Lot Number(s) _____

Remarks _____

INSTRUCTIONS: (To be completed by Client)

Date Submitted: _____

Type of Services Requested:

Product Testing

Round-Robin Testing

Comparison Testing

Test Specification Development

Customer Complaint (specify) _____

Other (specify) _____

Test(s) Required _____

Follow Test Standard / Method: _____ (If client test specification, please attach copy)

Remarks _____

Call to discuss applicable tests

Quotation requested prior to testing

Return sample No Yes, please use my shipping account number _____

NOTE: If no account number is provided, samples will be returned UPS Ground PP&A. FedEx shipments will be FedEx Express Saver unless otherwise specified. FedEx Ground is not available.

Expedited Service* (5 Business days from Receipt of sample, 50% premium)

Email Report

Fax Report

Mail Report

* NOTE: Special requests may require additional time

We request the above testing and/or services and agree to pay all charges at time of service unless otherwise agreed upon by Taber Industries. This test request is subject to the Conditions of Testing.

Authorized Signature _____ Date _____

Please include a completed test request form with each package of samples and send to:

TABER Industries
455 Bryant Street
North Tonawanda, New York 14120
Tel: (716) 694-4000 Fax (716) 694-1450
Email: sales@taberindustries.com

IMPORTANT INFORMATION

- 1). *Testing charges are estimated based on current pricing and time to complete tests. For training and / or observed testing, the minimum hourly fee is \$150.*
- 2). *It is not recommended to base decisions on the result of a single test. The average of 3 to 5 tests made on specimens from different areas of the same sample provides a greater confidence in the results. Surface imperfections may influence test results. Be certain to select material that is free of creases, dents and other surface defects.*
- 3). *Specimens should be received in "ready-to-test" condition as noted above. A specimen preparation charge will apply to any sample that requires additional preparation.*
- 4). *Specimens must be plainly identified (e.g. identifier; side to be tested; machine direction; etc.).*
- 5). *Specimens that consist of a rough surface (e.g. non-skid) may incur an additional charge to cover the cost of Genuine Taber wheels.*
- 6). *Protect specimens during transportation by carefully packing each specimen so it will not be compromised. For FLAT materials, be certain the specimen surface is not able to 'rub' against another surface during transportation.*
- 7). *If unable to specify details of instrument set-up, submit sufficient information regarding service requirements of the material to enable our laboratory to determine the most satisfactory test set-up. In such instances, extra sample material must be furnished.*
- 8). *Data supplied regarding a material's composition, treatment and use will be kept in strict confidence.*

CONDITIONS OF TESTING

1. All orders for tests are subject to acceptance by Taber Industries (Company), and no order will constitute a binding obligation of the Company until such order is accepted by it, as evidenced by the issuance of a written report ("Test Report") by the Company.
2. Use of the Company's corporate name, trademarks and copyrights for advertising or other purposes is not permitted without the Company's prior written authorization. These include, but are not limited to Taber, Calibrase, Calibrade, Weraser.
3. The Client will inform Company in advance of all known hazards and dangers, actual or potential, associated with any order or samples. SDS must be supplied for approval prior to submitting sample material. Requests to test materials that are hazardous or cannot be disposed of through normal means may be rejected.
4. The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions. The Company represents that the Test Report will be free of error or omission caused by the negligence of the Company. Should the Client claim that the Test Report is inaccurate, incomplete or misleading or that additional or different testing is required, the Client will submit a written claim to the Company within 60 days after the date of issuance of the Test Report. The Company, at its option, may either (a) re-perform the deficient test, without charge to Client, or (b) refund to Client, without interest, the fee paid to the Company for such Test Report.
5. The Test Report will set forth the results of the tests performed by the Company. The information stated in the Test Report is derived from the results of inspection or testing procedures carried based upon the written instructions of client, and/or any technical standards, trade practices, or other circumstances which should in our opinion be taken into account. The Test Report will set forth the findings of the Company solely with respect to the test samples evaluated, and do not express any opinion upon the lot from which the samples were drawn. The Test Report will reflect the findings of the Company at the time of testing only, and the Company shall have no obligation to update the Test Report after its issuance.
6. The Test Report 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.
7. Client will be billed a handling and freight fee if samples are requested to be returned. The Company may, in its sole discretion, destroy samples which have been furnished to the Company for testing and which were not destroyed in the course of testing. Storage of samples at the customers request shall incur a storage charge payable by Client.
8. Payment terms are Net 30 days with credit approval. Customers requesting terms must wait until credit is approved / denied before test request is considered.
9. EXCEPT TO THE EXTENT OF THE LIMITED WARRANTY SET FORTH IN SECTION 4, 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 IN 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 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 Test Report in any legal proceeding, arbitration, dispute resolution forum or other proceeding, it shall so notify the Company prior to submitting the sample for testing. 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. In the event any unforeseen problems or expenses arise in the carrying out the services the Company shall inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.
12. Conditions of Testing shall be governed by, and construed in accordance with, the laws of the Commonwealth of New York. Any proceeding related to the subject matter hereof shall be brought, if at all, in the courts of the Commonwealth of New York.