

# China Blueprint Consultants Pty Ltd

Suite 30, 104 Bathurst Street, Sydney NSW 2000 Australia, Ph: +61 2 9267 2933 Fax: +61 2 9267 6268,

<b>Request for Inspection Form</b>					
<b>Checklist:</b>					
<input type="checkbox"/> Form completed and send five or more working days in advance of inspection date <input type="checkbox"/> Copies of all relevant reference documents such as Client P.O., L/C, Production sheet <input type="checkbox"/> Photos and specifications of individual product requirements attached/sent <input type="checkbox"/> Any additional inspection requests attached					
Note: A new Inspection form should be completed for each Supplier.					
<b>Applicant</b>	Company			Tel	
	Contact Name			Mobile	
	E-mail			Fax	
<b>Inspection Location</b>  <span style="color: red; font-size: small;">(where goods will be inspected)</span>	Factory name			Tel	
	Address				
Factory Contact person		Mobile	E-mail		
Inspection Date		Shipping Date		L/C No.	
<b>Products to be inspected:</b>					
Please paste any images of the products in the 'Product Description' where available, or send with this document. When there is insufficient room below attach additional information relating to products to be inspected to this document					
Client Model No.	Product Description	Client P.O No.	Order Quantity/CTN's		
<b>Service Requested:</b>					
<input type="checkbox"/> Initial Product/Factory Inspection <input type="checkbox"/> Final Article Inspection <input type="checkbox"/> Social Compliance Audit <input type="checkbox"/> Container Loading Supervision <input type="checkbox"/> Factory Audit <input type="checkbox"/> Other: <input type="checkbox"/> In-process Inspection					
<b>Inspection requirements:</b>					
Inspection standard:	ANSI/ASQC Z1.4-1993(MIL STD 105, equivalent to ISO2859-1)				
Other Standard Requirements (i.e. AGS etc)					
If no specific requirement, our general AQL standard where Critical(0.0) Major(2.5) Minor(4.0) will apply					
<b>Special Requirements/Remarks:</b>					
Terms and conditions apply. In completing this form the Client agrees to China Blueprint's terms and conditions which are detailed below.					

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<b>To Be Completed by China Blueprint:</b>							
Scheduled Inspection Date						China Blueprint Assigned Handled	
M	M	D	D	Y	Y	Project Handlers Name	
						Start	
						Finish	

**1. TERMS & CONDITIONS**

**2. SPECIFICATION CONFIRMATION**

- 3.1 Once the product is ready for inspection, Consultant Quality Inspectors will carry out checks on the product to ensure that it meets the specifications as detailed in this 'Request for Inspection Form'.
- 3.2 Consultant Quality Inspectors are experienced in their work and pay attention to detail and care of the items they are auditing.
- 3.3 Conformance Testing carried out by Consultant Quality Inspectors depends on the instructions and details given in the 'Request for Inspection Form' completed by the Buyer and utilising random sample techniques in accordance with the Acceptance Quality Level (AQL) for random sampling, and inspection standard **ANSI/ASQC Z1.4-1993(MIL STD 105, equivalent to ISO2859-1)** . No responsibility or liability will be taken by the Consultant for the accuracy of information provided by you, the Buyer.

**4. GENERAL**

- 4.1 Unless otherwise specifically and expressly agreed in writing by China Blueprint, all services provided by China Blueprint are governed by the following general conditions of service, which prevail any purchase terms and conditions.
- 4.2 Services carried out by China Blueprint, on behalf of an entity or individual from whom the instructions to act have originated (hereinafter called the "Buyer") will be carried out by using techniques and processes that permit an independent, impartial and objective approach. The end result of the Service will consist in a document/s (hereinafter called the "Report") communicating the collection of information China Blueprint has been requested to supply and will be delivered as a fax, a written document or an online report.
- 4.4 China Blueprint in the capacity of an independent third party, supplies information in the form of ascertainment or recommendations for the special purpose of contributing to the prevention of the risks to which the beneficiaries of its services are exposed, and of helping them assure the quality of their products. China Blueprint's services (hereinafter called the "Services") consist of work performed by China Blueprint, including but not limited to: Initial Product & Factory Inspections; Preliminary Product Inspections; Final Article Inspections; Full Factory Audit; Social Compliance Audit

**5 CHINA BLUEPRINT IS NOT AN IMPORTER**

- 5.1 China Blueprint does not import goods from China on behalf of the Buyer. The role of China Blueprint is to act as a representative for the Buyer as an independent from the supplier to better improve the process.
- 5.2 While all necessary care is taken, China Blueprint is not liable for non delivery of order in China, failure to meet time constraints, or failure to meet specifications.

**6 CHINA BLUEPRINT UNDERTAKINGS AND OBLIGATIONS**

- 6.1 China Blueprint expressly reserves the right to act at its own discretion in accepting or declining a request for service, and cannot be compelled to accept or be held liable for declining a request for services or for products:  
Falling out of its scope of activity or specialisation;  
Presenting geographical accessibility problems, such as services to be rendered or products to be found in restricted or highly remote areas;  
Requiring China Blueprint to obtain special permission to operate such as governmental permissions.
- 6.2 China Blueprint undertakes to supply the Services it has accepted to carry out in a professional and timely manner, in accordance with proper professional practice and in compliance with: The Buyers special instructions when ordering the Service and as confirmed by China Blueprint – the terms of reference should be duly signed by the Buyer and China Blueprint -, and in the absence of such instructions: Any relevant professional standard, trade custom, usage or practice;  
Such methods as China Blueprint shall consider appropriate on technical, operational and/or financial grounds.

**7 BUYERS OBLIGATIONS AND UNDERTAKINGS**

- 7.1 To take all reasonable steps to assure China Blueprint has access to the site and materials on which Service will be based;
- 7.2 To provide China Blueprint with all information and samples, as well as the documents necessary to complete the requested Service, in a timely manner (and in any event not later than 48 hours prior to the desired intervention), except for generally available documents such as codes and standards, either directly or through suppliers or agents of the Buyer;
- 7.3 To insure that adequate instructions and notice are given to China Blueprint in due time to facilitate proper performance for the Service requested;
- 7.4 To advise China Blueprint of the date on which the Services are to commence, or to be resumed, and also of essential dates affecting the item(s) for which Services are being rendered;

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- 7.5 Generally to render all reasonable assistance to China Blueprint in providing necessary instructions, information, documents, safety and security information in connection with the working conditions, required equipment and access (as the case may be) with respect to the Buyers intended products.
- 7.6 Documents reflecting engagements between the Buyer and third parties or third parties' documents - if received by China Blueprint - are considered to be for information only and do not extend or restrict the scope of the services or obligations accepted by China Blueprint.

## 8 CANCELLATION POLICY

- 8.1 Any costs incurred by China Blueprint for cancellations accepted after the initial order advice will be met by the Buyer and paid within two (2) weeks.

## 9 DEFAULT IN PAYMENT

- 9.1 Any Buyer who defaults in payment of any part of the price or the charges due for the Goods, the Buyer indemnifies China Blueprint against all claims, demands, liabilities, losses, damages, costs and expenses (including legal and accounting costs and disbursements on a full indemnity basis and collection expenses and commissions of mercantile agents).

## 11 LIABILITY AND INDEMNIFICATION

### 11.1 Limitation of liability

- 11.1.1 China Blueprint is neither an insurer nor a guarantor and disclaims such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance and legal advice.
- 11.1.2 Subject to the Buyer's instructions as accepted by China Blueprint (as specified in the terms of reference), China Blueprint will issue the Report relating to the facts as recorded by it within the limits of the instructions received and on the basis of the documents and information provided by the Supplier but China Blueprint is under no obligation to report upon any facts or circumstances which are outside the specific scope of its assignment.
- 11.1.3 China Blueprint advice is given only in relation to documents and information provided by the Principal, and China Blueprint cannot be held liable if it has received incomplete or erroneous information.
- 11.1.4 In the event of false information being given to China Blueprint by a third party, China Blueprint accepts no liability.
- 11.1.5 China Blueprint undertakes to use its best efforts and to exercise due care and skill in the performance of its Services, and accepts liability only in case of negligence proven by the Buyer

## 12 INSURANCE

- 12.1 It is strongly recommended that logistics insurance be taken out by the Buyer over the goods. China Blueprint is not liable for the goods at any stage of the transportation of the goods.

## 13 LEGAL COMPLIANCE

- 13.1 It is the Buyer's responsibility to obtain and fully comply with all licenses, permits, authorisations and approvals needed under any relevant legislation, regulation, proclamation, ordinance, by-law, industrial award and other statutory instrument or rules and provide such details to China Blueprint.

## 14 INDEMNIFICATION

- 14.1 In the event of China Blueprint being held liable in respect of any claim for loss, damage or expense of whatsoever nature and however arising, its liability to the Buyer shall in no circumstances exceed ten times the total aggregate sum of fees paid for the specific Services for which a claim is made.
- 14.2 In addition, in case of the Final Article Inspections: Where less than 100% of the production is complete, our responsibility will only extend to those items completed at the time of inspection; the report does not evidence shipment.
- 14.3 The Buyer shall guarantee and indemnify China Blueprint and its servants, agents or subcontractors against all claims made by third parties for loss, damage or expense of whatsoever nature arising, relating to the performance or non-performance of any service, to the extent that the total sum of such claims exceed the limitation of liability mentioned in Article 6.2.1.
- 14.4 In the event of any claim, notice must be given to China Blueprint headquarters (located at Suite 30/104 Bathurst Street Street, Sydney NSW 2000, Phone +61 2 92676839, Fax +61 2 92676268 within seven days following discovery of the facts, or three months from the completion of the China Blueprint Service.

## 15 TERMINATION OF SERVICES

- 15.1 China Blueprint shall be entitled to automatically either terminate and/or suspend provision of services in the event that:
  - 15.1.1 The Buyer commits any material breach of its obligations under these terms and conditions and/or the terms of reference and (if such breach shall be capable of remedy) fails to make good such breach within ten (10) days of receipt of notice served by the Non-Defaulting Party (China Blueprint) requiring it so to do. Material breaches include, without limitation any wilful and deliberate breach by the Buyer of its obligations under clause 4 here above;

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- 15.1.2 The Buyer is insolvent or unable to pay its debts, in suspension of payments, or convenes a meeting of or compounds with its creditors or has a receiving order made against it or (other than for the purposes of bona fide amalgamation or reconstruction) has an order made or a resolution passed for its winding up or for the appointment of an administrator to manage its affairs, business and property or has a receiver or administrative receiver appointed over any of its assets or undertaking or if China Blueprint takes or suffers any similar or analogous action in consequence of debt.

## 16 MISCELANEOUS

- 16.1 China Blueprint shall be entitled to automatically either terminate and/or suspend provision of services in the event that:
- 16.1.1 China Blueprint, and/or its subsidiaries and/or affiliates and the Buyer undertake not to divulge to any third party, which is not involved in the execution of the Service, confidential information obtained from the other party regarding the execution of China Blueprint Services.
- 16.2 The Report will reflect findings of the Service at the time and place of Service. This Report does not discharge sellers and suppliers from their legal and/or commercial obligations towards the principle.
- 16.3 Unless otherwise provided, these terms and conditions shall be governed by and construed in accordance with New South Wales Law.
- 16.4 All disputes or differences of any kind whatsoever between the parties in connection with or arising out of the services shall be submitted to the non exclusive jurisdiction of the courts of New South Wales, Australia.
- 16.5 If the Buyer defaults on the contract between them and the Supplier, this is a matter for them to resolve.

## 17 PACKAGING

- 17.1 Buyers should fully complete the 'Request for Inspection Form' which details specific information relating to their packaging requirements prior to any Quality Inspection services to be undertaken by China Blueprint Quality Inspectors.
- 17.2 If products require specialised handling, this should be communicated in detail to China Blueprint prior to any Quality Inspection. Responsibility for any broken goods will not be accepted for goods inappropriately handled should prior advice not be received.

## 18 FINAL ARTICLE INSPECTION

- 18.1 Once the Factory has completed the goods and they are ready for Shipment a China Blueprint Quality Inspector will conduct the Inspection at either a) the factory, b) the a designated warehouse , or c) the freight forwarders warehouse. Details of the address should be provided to China Blueprint at least 48hrs prior to the Inspection date.
- 18.2 The Buyer should complete the 'Import Pro-forma' which details specific information relating to their product specifications, including a jpeg attachment of product/s. Product samples should be provided where possible, which will remain the property of China Blueprint for reference purposes.
- 18.3 Inspection does not include checking the internal mechanics of technical/mechanical products, chemical testing or tests that require specialised qualifications and equipment. Such work is not included under the standard agreement, and must be coordinated through a separate request.

## 19 CONSULTANCY FEES

- 19.1 Handling Fees charged for the provision of services as outlined in the Service Agreement are calculated as or the China Blueprint Fee Schedule.
- 19.2 All banking transfer fees, logistics, customs & quarantine (China & Australia) and other incidental will be met by the Buyer.
- 19.3 The Buyer must pay for the Services within the time period for payment specified in the relevant invoice of the Consultant.
- 19.4 Payment must be in the agreed format. Payment by cheque will not be treated as having been made until that cheque is cleared. Payment will be made in favour of the Consultant by cash on delivery, or by cheque, or by bank cheque, or by credit card (plus any charges that maybe applicable), or by any other method as agreed to between the Buyer and the Consultant. The Consultant may charge a processing fee of \$50 on all dishonoured cheques.