



TEST REQUEST FORM

Dillard's Home Quality and Safety Testing

Submitted on behalf of
Dillard's Inc.
 1600 Cantrell
 Little Rock, Arkansas 72201
 Phone: (501) 399-7303

<input type="checkbox"/> INDEPENDENT (NON-DILLARD'S) LANDED DUTY PAID VENDOR (LDP)	<input type="checkbox"/> DILLARD'S DIRECT IMPORT VENDOR
NOTE: For all Dillard's LDP products, BV will provide GCC / CPC for product under the scope of BVCPS GCC / CPC services guidelines (person maintaining records must be provided). GCC will be issued and maintained in LDP Vendor's name and on Vendor's behalf.	NOTE: Where applicable, for all Dillard's direct import finished products, BV will provide GCC / CPC for product under the scope of BVCPS GCC / CPC services guidelines (person maintaining records does not need to be provided).

SUBMITTER	IMPORTER OF RECORD (IOR) - LDP ONLY	BILL TO:
Name: _____ Address: _____ Country: _____ E-Mail: _____ Phone: _____	Person Maintaining Records: Name: _____ Address: _____ Country: _____ E-Mail: _____ Phone: _____	<input type="checkbox"/> Manufacturing Location <input type="checkbox"/> Other (Complete Below) Name: _____ Address: _____ Country: _____ E-Mail: _____ Phone: _____

Sample Information		
SKU / Style / Model No.: _____	Purchase Order: _____	Fiber Content: _____
Fabric Weight: _____	Country Of Origin: _____	Thread Count: _____
Style Description: _____		Size: _____
Factory: _____		Vendor No.: _____
Manufacturer: _____		Department: _____
Colors: _____		Dillard's Season: _____
Care Instructions: _____		Month/Year of Manufacture: _____
Buyers Name: _____		Protocol Number: _____
Agent: _____	Agent E-Mail: _____	
If this is a Re-test, please provide the previous technical report #: _____		
Transit Testing: <input type="checkbox"/> Yes <input type="checkbox"/> No	Is Sample Preproduction/Developmental: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Return Sample (Shipping & Handling Charges Apply): <input type="checkbox"/> Yes <input type="checkbox"/> No	Product Testing: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Service Required (Check One)		
**All Stated Turn Times are NOT inclusive of mark in day.		
<input type="checkbox"/> Regular (Standard Pricing) (Single Sample: 7 Business Days) (Comparison Testing: 10 Business Days)	<input type="checkbox"/> Rush Service (40% surcharge) 2-3 working days	<input type="checkbox"/> Priority Service (100% surcharge) (24 hours)
**Samples will be processed as Regular Service unless otherwise indicated		

Tests To Be Conducted		
Sample Type:	<input type="checkbox"/> Development/Preproduction <input type="checkbox"/> Customer Complaint (Store Sample)	<input type="checkbox"/> Production <input type="checkbox"/> Customer Complaint (Actual Customer Sample)
Product Testing:	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> Other (See Special Requests)
Transit Testing:	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> CA Proposition 65
Test Type:	<input type="checkbox"/> Initial Test <input type="checkbox"/> Re-Test (Previous Report #)	
Gift Box?	<input type="checkbox"/> No <input type="checkbox"/> Yes (If Yes, must include actual box or a "layout proof")	

Certifications

* NOTE - INDEPENDENT (NON-DILLARD'S) LANDED DUTY PAID VENDORS (LDP) bear full responsibilities for all testing and certification as required by laws and regulations of the United States.

Special Instructions

Instructions: Please complete all sections of the test request form. Include one completed test request form for each sample (style) being sent.
Please Note: Every sample must include all colors. All colors in a style must be approved for Colorfastness Criteria and Care Labeling Rule.
***NOTE:** The Dillard's Dept., Style/Model and PO Numbers **MUST** be completed. If not, the sample is automatically put on hold until this information is provided.

****Please ensure to include page 2 of this document when submitting the signed test request form.**

THIS TEST REQUEST IS SUBJECT TO THE CONDITIONS OF TESTING SET FORTH ON PAGE TWO. We request the above testing and/or services and agree that all testing and/or services will be carried out subject to BVCPS scale of charges and turnaround times set forth in the current price list at the time of testing and/or service delivery.

Date: _____ Authorized Signature: _____



CONDITIONS OF TESTING

Bureau Veritas Consumer Products Services, Inc. ("BVCPS, INC."), a Massachusetts corporation, or a subsidiary or affiliate of it (collectively, the "Company"), as identified in a written report (the "Report") issued by BVCPS, INC. or such subsidiary or affiliate, will conduct at the request of the Submitter ("Client"), the required tests specified on the submitted Test Request Form or the reverse side of this Test Request Form in accordance with, and subject to, the following terms and conditions (collectively, "Conditions"):

1. All orders for tests 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 ("Report"). The 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. By submitting a request for services to the Company, Client consents to the disclosure to accreditation bodies of those records of Client relevant to the accreditation body's assessment of the Company's competence and compliance with relevant accreditation criteria. If Client anticipates using the Report in any legal proceeding, arbitration, dispute resolution forum or other proceeding, it shall so notify the Company prior to submitting the Report in such proceeding. The Company has no obligation to provide a fact or expert witness at such proceeding unless the Company agrees in advance to do so for a separate and additional fee. The Company may delegate the performance of all or a portion of the services hereunder to an affiliate, agent or subcontractor of the Company, and Client consents to such delegation.

2. The Report will set forth the findings of the Company solely with respect to the test samples identified therein. Unless expressly indicated in the Report, the results set forth in the Report are not intended to be indicative or representative of the quality or characteristics of the lot from which a test sample is taken, and Client shall not rely upon the Report as being indicative or representative of the lot or of the tested product in general. The Report will reflect the findings of the Company at the time of testing only, and the Company shall have no obligation to update the Report after its issuance. The Report will set forth the results of the tests performed by the Company based upon the written information provided to the Company as set forth in, or attached to, this Test Request Form. The Report will be based solely on the samples and written information submitted to the Company by Client.

3. The Company may, in its sole discretion, dispose of samples furnished to the Company for testing and not destroyed in the course of that testing.

4. The names, service marks, trademarks and copyrights of the Company and its affiliates (collectively, the "Marks") 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 Marks or take any action that might impair the value or goodwill associated with the Marks or the image or reputation of the Company or its affiliates.

5. Unless a shorter period is provided for on the front of this Test Request Form, payment in full shall be due 30 days after the date of invoice. Interest shall be due on overdue amounts 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.

6. Client shall provide, or cause Client's suppliers and contractors to provide, on a timely basis, to the Company all documents and information necessary to enable the Company to properly perform its services.

7. Client represents and warrants to the Company that (a) each sample submitted is representative of the lot from which it was taken and is identical in all aspects to the products that will be shipped or sold to its customers (b) Client will cease to use and rely upon the Company's Report for any product whose properties are altered from the sample provided to the Company for testing and upon which the Report is based (c) Client accepts sole responsibility and liability for the accuracy of documents submitted to government or other regulatory bodies, including for avoidance of doubt, certificates of compliance required under the United States Consumer Product Safety Information Act and EU requirements under REACH regulations. This obligation for accuracy and liability shall apply even where the Company has provided assistance to Client in preparation of such documentation and Company shall assume liability only for its negligent acts and then only to the extent of the limitations of liability set forth in Article 13 of these terms and Conditions.

8. The Company shall undertake due care and ordinary skill in the performance of its services to Client, and the Client will hold the Company responsible only where such skill has not been exercised and, even in such event, only to the extent of the limitation of liability set forth herein.

9. Client understands and agrees that the Company is neither an insurer nor a guarantor, that the Company, by providing the services, does not take the place of Client or any third party including designers, manufacturers, agents, buyers, distributors or transportation or shipping companies, and that the Company disclaims all liability in such capacities. If and to the extent that Client releases any third party from its liabilities, obligations and duties with respect to the tested goods, Client will assume and undertake as its own such liabilities, obligations and duties. Client further understands that if it seeks assurance against loss or damage, it should obtain appropriate insurance.

10. If Client desires to assert a claim arising from or relating to (i) the performance, purported performance or non-performance of any services by the Company or (ii) the sale, resale, manufacture, distribution or use of any tested goods, it must submit that claim to the Company in a writing that sets forth with particularity the basis for such claim within 60 days from discovery of the potential claim and not more than six months after the date of issuance of the Report to Client. Client waives any and all such claims including, without limitation, claims that the Report is inaccurate, incomplete or misleading or that additional or different testing is required, unless and then only to the extent that Client submits a written claim to the Company within both such time periods.

11. CLIENT SHALL, HOLD HARMLESS AND INDEMNIFY THE COMPANY, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS AGAINST ALL ACTUAL OR ALLEGED THIRD PARTY CLAIMS FOR LOSS, DAMAGE OR EXPENSE OF WHATSOEVER NATURE AND HOWSOEVER ARISING FROM OR RELATING TO (i) THE PERFORMANCE, PURPORTED PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES BY THE COMPANY, (ii) THE SALE, RESALE, MANUFACTURE, DISTRIBUTION OR USE OF ANY TESTED GOODS, OR (iii) BREACH OF CLIENT'S OBLIGATIONS OR WARRANTIES UNDER THIS AGREEMENT.

12. EXCEPT AS MAY OTHERWISE BE EXPRESSLY AGREED TO IN WRITING BY THE COMPANY AND NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN OR IN ANY REPORT, NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, IS MADE BY THE COMPANY.

13. LIMITATIONS OF LIABILITY

(A) IN NO EVENT WHATSOEVER SHALL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH, RELATING TO OR ARISING OUT OF THE REPORT, THE PRODUCT TESTED OR THE SERVICES PROVIDED BY THE COMPANY HEREUNDER, INCLUDING WITHOUT LIMITATION LOSS OF OR DAMAGE TO PROPERTY OR REPUTATION; OR LOSS OF INCOME, PROFIT OR USE.

(B) NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN, AND IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS TO CLIENT AND THE COMPANY ASSOCIATED WITH THE TESTING SERVICES, THE RISKS HAVE BEEN ALLOCATED SUCH THAT UNDER NO CIRCUMSTANCES WHATSOEVER SHALL THE LIABILITY OF THE COMPANY TO THE CLIENT OR ANY THIRD PARTY IN RESPECT OF ANY CLAIM FOR LOSS, INDEMNITY, CONTRIBUTION, DAMAGE OR EXPENSE, OF WHATSOEVER NATURE OR MAGNITUDE, AND HOWSOEVER ARISING, EXCEED AN AMOUNT EQUAL TO FIVE (5) TIMES THE AMOUNT OF THE FEES PAID TO THE COMPANY FOR THE SPECIFIC SERVICES WHICH GAVE RISE TO SUCH CLAIM.

14. The Company shall not be liable for any loss or damage whatsoever resulting from any delay in the performance of its obligations hereunder or from the failure of the Company to provide its services within any time period for completion estimated by the Company, regardless of the cause of the delay or failure. In addition, if any event of force majeure or any event outside the control of the Company occurs, the Company may immediately cancel or suspend its performance hereunder without incurring any liability whatsoever to Client.

15. These Conditions shall be governed by, and construed in accordance with, the local laws of the country where the Company performs the testing services or, in the case of tests performed in the United States of America, the laws of the Commonwealth of Massachusetts. 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 tests or, in the case of tests performed in the United States of America, in the courts of the Commonwealth of Massachusetts. Client waives the right to interpose any counterclaim or setoffs of any nature in any litigation arising hereunder.

16. These Conditions and the Report represent the entire understanding of the parties hereto with respect to the subject matter hereof and the Report, and no modification, variance or extrapolation with respect thereto shall be permitted without the prior written consent of the Company.