





BUREAU  
VERITAS

**WARNACO**  
ACCESSORIES TEST REQUEST FORM

<b>SAMPLE STATUS:</b>  <input type="checkbox"/> <b>DEVELOPMENT</b>  <input type="checkbox"/> <b>PRODUCTION</b>  <input type="checkbox"/> <b>ON-GOING PROGRAM</b>	<b>TESTS TO BE CONDUCTED:</b>
	For BV Softlines Division Only
	<input type="checkbox"/> Scarf (WNCO-02110-EU) <input type="checkbox"/> Fashion Glove (WNCO-02009-EU) <input type="checkbox"/> Leather Glove (WNCO-00505-EU)
	<input type="checkbox"/> Towel (WNCO-01010-US) <input type="checkbox"/> Towel (WNCO-01010-EU) <input type="checkbox"/> Hats (WNCO-02010-US) <input type="checkbox"/> Hats (WNCO-02010-EU)
For BV Hardlines Division Only	
<input type="checkbox"/> Belt (WNCO-02016-EU) <input type="checkbox"/> Key Ring (WNCO-02031-EU)	
<b>Casual Bag (WNCO-02075-EU)</b> <input type="checkbox"/> Full Package Test <input type="checkbox"/> Handle / Shoulder Strength <input type="checkbox"/> Zipper / Button / Snap Attachment Strength <input type="checkbox"/> Corrosion (metal) <input type="checkbox"/> Fabric test (including Analytical, Aging at High Temperature & Colorfastness to Crocking if applicable)	
<b>Wallet (WNCO-02063-EU)</b> <input checked="" type="checkbox"/> Full Package Test <input type="checkbox"/> Corrosion (Metal) <input type="checkbox"/> Zipper / Button / Snap Attachment Strength <input type="checkbox"/> Fabric test (including Analytical, Aging at High Temperature & Colorfastness to Crocking if applicable)	
<input type="checkbox"/> <b>Requested Test protocol(s)</b> Please Specific #: _____	
<input type="checkbox"/> <b>Partial Test</b> (Warnaco written approval required) : _____	
<input type="checkbox"/> <b>Retest (Previous Report Number)</b> _____	
<input type="checkbox"/> <b>Remarks:</b> _____	

**BILLING INFORMATION:**

<b>COMPANY:</b>	Fairlane VRTX, Inc.	<b>CONTACT:</b>	Claude Simon
<b>EMAIL:</b>	csimon@fairlane.biz	<b>TEL/FAX:</b>	212 683 9300
<b>ADDRESS:</b>	254 Fifth Avenue, 3rd Floor, New York, NY 10001		

THIS TEST REQUEST IS SUBJECT TO THE CONDITIONS OF TESTING SET FORTH ON PAGE THREE. 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 as set forth in the current price list at the time of testing and/or service delivery.

Date

2-15-2013

Authorized Signature

**Please ensure to include page 3 when submitting the signed TRF**



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# WARNACO INC

## ACCESSORIES TEST REQUEST FORM

### CONDITIONS OF TESTING

Bureau Veritas Hong Kong Limited ("BVHK"), a Hong Kong corporation, or a subsidiary or affiliate of it (collectively, the "Company"), as identified in a written report (the "Report") issued by BVHK 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 WARRANTIES UNDER ARTICLE 7 OF 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 Hong Kong, the laws of Hong Kong. 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 Hong Kong, in the courts of Hong Kong. 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.