



Report No:	69216-060221
Date:	Jun 21, 2016
Lab Location:	INDONESIA

LUCKY BRAND DUNGAREES
TEST REPORT



This Test Report is used by the Company subject to its General Conditions of Service printed overleaf. Attention is drawn to the limitations of liability, indemnification and jurisdictional issue defined therein. The results shown in this test report refer only to the sample(s) tested unless otherwise stated. This Test Report cannot be reproduced, except in full, without prior written permission of the Company.

CN: Is/Dn/Rs

PT. Modern Testing Services Indonesia

City Resort Residences Rukan Malibu – Blok H no. 25-27, Cengkareng, Jakarta Barat 11730 – Indonesia
Tel: (62-21) 5694-4971 Fax: (62-21) 5694-4972 Email: info@mtsindonesia.com Website: www.mts-global.com

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Applicant:	PT. WAHANA KREASI HASIL KENCANA
Attention:	Sutan
Address:	Jl. Iskandar Muda No. 83, Sewan-Rawa Kucing, Kec. Neglasari – Tangerang, 15129

SAMPLE INFORMATION					
Sample Description:	Said To Be Metal Button Sample, Trim Code: MBWK 038. 16L, Trim Color: Black Nickel-Nickel Free				
Product Category:	Trims	Brand:	LBR – Lucky Brand		
Style / Design No:	7WD40322				
Group Name:	/	Season:	Fall'16		
Color:	Black Nickel – Nickel Free	Age Grading:	Women	Age Range:	/
Country of Destination:	USA	Finishing:	/		
Country of Origin:	IDN – Indonesia	Batch No:	/		
Source / Factory:	/	Batch Qty:	/		
Fiber Content:	/				
Care Instruction :	/				

TEST INFORMATION			
Test Purpose:	Mass Production Test (Restricted Substances Test)	Previous Report No.:	/
Date of Submission:	Jun 21, 2016	Test Performance Dates:	Jun 21, 2016 – Jun 21, 2016
Date of Reconfirmation:	/	Date of Resubmission:	/
Revised Date:	/		

TEST SUMMARY			
Test Parameter	PASS	FAIL	COMMENTS
Fiber Content	--	--	
Care Label	--	--	
Colorfastness	--	--	
Physical	--	--	
Children Safety	--	--	
Flammability	--	--	
Restricted Substances	X		

For and on behalf of
PT Modern Testing Services Indonesia

Aida S Daulay
Softline Manager

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TEST SUMMARY:

TEST	
Lead Content	M

Note : M = Meet Buyer's Requirement	F = Below Buyer's Requirement
# = No Comment	- = Did Not Perform
N/A = Not Applicable	* = See Remark
C = Conform Label	



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TEST SUMMARY

REQUIREMENT

RESTRICTED SUBSTANCES

COMPONENT BREAKDOWN LIST:

Test Item	Component Description
1	Silvery Metal (two hole button)

Total Lead – Accessible Material (CPSC-CH-E1001-08 for Metal)

Tested Samples	Results (ppm)
1	< 10
REQUIREMENT (for Metal)	300

ND = Not detected (Laboratory Reporting Limit = 10ppm)

Remark: ppm = part per million

****End of Test Report****



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NOTE:

If there is question or concern regarding the above results, please contact the appropriate lab person below:

General Inquiry :

Herman Chen
Account Executive
Softline Division
Tel : (+6221) 5694 4971
Fax: (+6221) 5694 4972
Email : herman@mtsindonesia.com

Technical question & concern:

Aida S. Daulay
Manager
Softline Division
Tel : (+6221) 5694 4971
Fax: (+6221) 5694 4972
Email: aida.sdaulay@mtsindonesia.com

This test report is governed by the Terms and Conditions, available on request or accessible at <http://www.mts-global.com/en/terms.html>. Attention is especially drawn to the limitations of liability, indemnification and jurisdictional provisions defined therein. This report is issued strictly based on the testing of the samples submitted by you. The test results in this report only refers to the sample(s) actually tested and does not refer or be deemed to refer to the bulk from which such sample(s) may be said to have been obtained from. In the event that MTS was requested to survey and test any bulk quantity of samples, MTS, in the absence of any contrary written instructions, performed random sampling of bulk for testing purposes. This report is not a recommendation for any specific course of action. Other than the expressed warranties made in the Terms and Conditions of the MTS Test Request Form, MTS makes no other warranties or representations either express or implied with respect to this report. In no circumstances whatsoever shall MTS be liable for any consequential, special or incidental damages arising out of or in connection with this report. This test report shall not be reproduced without the prior written permission of MTS.



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Terms and Conditions

1. PT. Modern Testing Services (Indonesia), its subsidiaries, and its affiliates (collectively, "MTS") will provide its services and written tests in accordance with and subject to the terms and conditions herein contained (hereinafter referred to as "the Terms and Conditions").
2. a) The Terms and Conditions are the only conditions upon which MTS is prepared to deal with the Client and they shall govern this contract to the entire exclusion of any other expressed or implied conditions.
b) The Terms and Conditions may only be modified by a variation expressed in writing and signed on behalf of MTS by a Director and no other action on the part of MTS or its employees or agents shall be construed as an acceptance of any other conditions.
c) The Terms and Conditions (as modified in accordance with provision 2(b) together with the matters referred to on the face hereof) embody the entire understanding of the parties and supersede any prior promises, representations, undertakings or implications.
d) In the event that a sample is submitted with an unsigned Test Request Form and is accepted by MTS in writing or by the issuance of a written Test Report, the Terms and Conditions shall govern the contract to the entire exclusion of any other expressed or implied conditions. MTS' acceptance of a sample submitted with an unsigned Test Request Form shall in no way be treated as a waiver of the Terms and Conditions, and the Client agrees that any services provided by MTS shall be subject to the Terms and Conditions.
3. All orders for any services are subject to acceptance by MTS, and a binding commitment shall not be made unless MTS accepts the order by writing or the issuance of a written Test Report. The risk and property of the goods shall remain with the Client at all times.
4. It shall be the responsibility of the Client to ascertain and notify MTS of the standards with which any sample submitted must comply in any country or territory in which such sample is intended to be sold. In absence of specific instructions, MTS will adopt the test methods and standards, which in its sole and absolute discretion, are considered appropriate.
5. MTS will, subject to the Client's requirements, test any sample submitted to it or sampled by MTS from bulk (the quantity of the bulk from which the sample shall be taken and the sample shall be agreed between the Client and MTS) to ascertain its conformity or otherwise with contract description or sample (such contract description or sample are to be provided by the client). In no circumstances will MTS render any opinion as to the description, quantity, or the fitness of any sample for the purpose of which it is said to be intended unless in any specific case MTS is required to do so and agrees to do so in writing.
6. A Test Report issued by MTS shall refer only to the sample actually tested and shall not refer or be deemed to refer to the bulk from which such sample may be said to have been obtained. In the event that MTS shall be requested to survey and test any bulk quantity of samples against contract description or sample, MTS shall, in the absence of contrary written instructions, cause a random sampling of bulk for testing purposes. The Client shall notify MTS by advance notice in writing if they require a specific percentage of the bulk to be tested. In no circumstances shall MTS' responsibility extend beyond testing and reporting upon the samples actually drawn from bulk and tested by MTS and any inference to be drawn from the result of such testing shall be entirely in the discretion and the responsibility of the Client. MTS shall have no obligation to update the Test Reports after its issuance.
7. Test Reports prepared by MTS are issued subject to the condition that they are not to be made public or used in connection with or for the purpose of any advertising, promotional, or publicity undertaking or material whatsoever without the prior expressed consent in writing of MTS thereto. MTS acknowledges that the Client may request to access the ordered Test Reports by means of e-mail communication. If the Client requests to access its ordered Test Reports by e-mail transmission, the Client acknowledges that such transmissions will be not be encrypted and will no longer be confidential. The Client further acknowledges that such transmissions may be intercepted by third parties and modified inadvertently. MTS disclaims any and all liability arising out of or in connection with e-mail transmissions of Test Reports.
8. Unless otherwise agreed in writing with the Client, any time periods specified by MTS on the face hereof for performing the services are business estimates only and MTS will not be liable to the Client for any loss or damage whatsoever sustained by the Client, including but not limited to additional air freight charges incurred by the Client as a result of MTS' failure to comply with such times.
9. In the event that any Test Report issued by MTS is required for use in connection with or for evidence in any Court or Arbitration proceeding by the Client, MTS will render all assistance and explanations reasonably required in connection therewith but all costs and expenses incurred by MTS in giving such assistance, including court appearance, expert testimony, or explanations shall be charged to the account of the Client.
10. In no circumstances will the issuing of any Test Report by MTS operate or be deemed or purport to involve MTS as a party, an agent, or in any other way, in any relationship contractual or otherwise between the Client for whom the Test Report has been prepared and any other party whomsoever.
11. MTS warrants solely to the Client that the Test Report will be free of any material error or omission caused by the negligence of MTS or its servants or agents. Any claim for breach of such warranty shall be made in writing to MTS within sixty (60) days after the date of issuance of the Test Report, and the Client waives any and all claims for breach of such warranty unless a timely written claim to MTS is made within the sixty (60) day period. In the event that a timely written claim has been made by the Client, MTS, at its sole discretion, may either redo the testing to fix the deficiency without charge to the Client or refund the Client in the amount of the fee paid, free of interest.
12. In the event that MTS shall suffer any loss or damage as a result of MTS and/or its servants and/or its agents carrying out or providing the testing services to the Client or on goods supplied by or at the direction of the Client other than as a result of its error, negligence or willful default, then the Client shall indemnify MTS and compensate MTS for such amount of loss or damage suffered.
13. a) In the event that MTS is found liable for any loss, damage, or destruction of the goods that are subject to be tested by MTS caused by the error, negligence, or willful default or act of MTS or its servants or agents, then, in any such case, the liability of MTS shall be limited to the lesser of: (i) the invoice price of the goods or (ii) five (5) times the fee paid in relation to the testing services provided by MTS, free of any interest.
b) IN NO CIRCUMSTANCES WHATSOEVER SHALL MTS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE SERVICES PROVIDED BY MTS, INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO PROPERTY, LOSS OF INCOME OR PROFIT, OR CLAIMS OR DEMANDS MADE AGAINST THE CLIENT OR ANY THIRD PARTY IN CONNECTION WITH THE SERVICES PROVIDED BY MTS.
c) Nothing in clause 13(a) or (b) above shall limit or exclude any liability of MTS for any death or personal injury suffered as a result of its negligence or willful default to the extent that the same cannot be excluded or limited by law.
14. Without prejudice to MTS' lien and other rights under Clause 21 hereof, samples not destroyed in course of testing may at the sole discretion of MTS deemed abandoned and/or destroyed at the expiration of a period of thirty (30) days from the date of the Test Report unless special arrangements have been made in advance with the Client in writing in regards to the disposal thereof.
15. In the event that the payment terms are not established or negotiated between MTS and the Client, MTS' standard rates (which are subject to change) and all applicable taxes shall govern as the payment terms for MTS' services.

PT. Modern Testing Services Indonesia

City Resort Residences Rukan Malibu – Blok H no. 25-27, Cengkareng, Jakarta Barat 11730 – Indonesia
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16. The Client agrees to make prompt payment within thirty (30) days from the invoice date or within such other period as may be established by MTS as the "Due Date." In the event that the Client owes payment under any overdue invoices, MTS reserves the right to suspend all further performance of its services and withhold the issuance of any Test Reports until payment of all sums owing to MTS under the aforesaid invoice(s) together with interest at the rate of 1.5% per month thereon. The Client agrees to reimburse MTS for any costs it incurs in collecting overdue payment, including but not limited to courts costs and fees and expenses of attorneys and collection agencies. The Client shall not be entitled to retain or defer payment of any sums due to MTS on account of dispute, counter claim or set off which it may allege against MTS.
17. The Test Report shall only be reproduced in full unless prior authorization from MTS has been attained.
18. Any testing is carried out to the best of the knowledge and capability of MTS. The Test Report reflects the findings of MTS at the time of testing and do not relieve sellers or manufacturers from their contractual liabilities or prejudice buyers' right for compensation for any apparent and/or hidden defect during the testing carried out by MTS or occurring thereafter.
19. Any dispute, difference or claim arising out of or in connection with the Terms and Conditions, or the breach, terminations or invalidity thereof if not settled between the parties shall be settled by arbitration. The parties hereto may agree to the appointment of an arbitrator or, failing agreement within fourteen (14) days after either party has given to the other a written request to concur in the appointment of an arbitration, either party may request the Hong Kong International Arbitration Centre ("HKIAC") to appoint an arbitrator. The place of arbitration shall be in Hong Kong SAR at HKIAC. There shall be only one arbitrator. The language to be used in the arbitral proceedings shall be English.
20. The arbitration award shall be given in writing and shall be final and binding on the parties, not subject to any appeal, and shall deal with the question of costs of arbitration and all matters thereto. Judgment upon the award rendered may be entered into any court having jurisdiction or application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be.
21. The agreements and contracts to which these Terms and Conditions apply shall be construed in accordance with and governed by the laws of Hong Kong Special Administrative Region, and for the purpose of legal proceedings, this agreement shall be deemed to have been executed in Hong Kong and to be performed there.
22. Without prejudice to all or any right MTS may have at Common Law, MTS has the following rights in the event of non-repayment or otherwise as set forth below: (a) MTS has a general and particular lien over all samples delivered to be tested for all claims and money owing by the client to MTS under any contract whatsoever and in any other way whatsoever. (b) Until the contract sums together with interest has been received, during the currency of the said lien, MTS is entitled to be paid reasonable storage charges for samples retained in MTS' custody.
23. In case any lien not satisfied within a reasonable time from the date upon which MTS first gave notice of the exercise of their lien to the client, the samples in its custody may be sold and the proceeds of sale may be applied to the satisfaction of every such lien and all interest, other charges and expenses in relation thereto.
24. MTS shall not be liable for any loss or damage caused by delay in the performance or non-performance of any of its obligations hereunder where the same is occasioned by any cause whatsoever that is beyond MTS' control including but not limited to an Act of God, war, civil disturbance, requisitioning, governmental or parliamentary restrictions of any kind, import or export regulations, strike lockout or trade dispute (whether involving its own employees or those of any other persons), difficulties in obtaining workmen, breakdown of machinery, and fire or accident. Should any such events occur, MTS may cancel or suspend the contract in question without incurring any liability whatsoever for any loss or damage thereby occasioned.
25. In the event that MTS is prevented by any reason whatsoever outside MTS' control from performing and completing its services for an order made by the Client, the Client agrees to pay MTS the amount of all abortive expenditures incurred and a percentage of the agreed fee equal to the percentage of the service actually performed. In such event MTS shall be discharged from all responsibility for any and all non-performance of the ordered services.
26. In the event that any unforeseeable time or costs are incurred in the course of performing its services, MTS shall be entitled to render the additional charges to the Client to reasonably reflect the extra time and costs incurred.
27. MTS, at its discretion, shall be entitled to delegate the performance of the whole or any part of the services contracted for with the Client to any agent or subcontractor.
28. All officers, employees, agents or subcontractors of MTS shall have the benefit of the limitations of liability and the indemnities contained in the Terms and Conditions.
29. If any provision contained in the Terms and Conditions is deemed invalid, illegal or unenforceable in any respect under the laws of Hong Kong, the validity, legality and enforceability of the remaining provisions hereof shall not be affected in anyway.



69216 - 060221

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LUCKY BRAND
EST. 1990

Test Request Form

SERVICE REQUIRED

Regular

Express* (40% surcharge)

Form No.

Emergency* (100% surcharge)
(24 Hours)

*Treated as Regular Service if blanked " (5 working days)

*Available for certain tests only

Request for Quotation Yes No

If already quoted, please kindly specify (Quotation no.):

Applicant Information * mark refers to mandate information needed for test start.

Company ID:		* Contact Person:	SUTAN
* Company Name:	PT WAHANA KREASI HASIL KENCANA	* Email:	qawkhk@gmail.com
Address:	JL. ISKANDAR MUDA NO. 83, SEWAN-RAWA KUCING, KEC. NEGLASARI-TANGERANG, 15129		
* Telephone:	021 5521925, 5532525/2626	Fax:	021 55790410
* Responsible Role	<input checked="" type="checkbox"/> via Li & Fung (LF), please specify LF responsible location: INDONESIA <input type="checkbox"/> via other agent, please specific the email contact: <input type="checkbox"/> Direct Vendor		

Sample Information

Sample Description:	METAL BUTTON SAMPLE		* Fabric/ Trim Code	MBWK 038.16L	* Fabric/ Trim Color	BLACK NICKEL-NICKEL FREE
Yarn Count:	/	*Fiber Construction	/	Fabric Type	/	
* Brand:	LUCKY BRAND	* Product Category:	TRIM			
* Season:	FALL 16	* Age Grading:	<input type="checkbox"/> Women <input type="checkbox"/> Men <input type="checkbox"/> Children <input type="checkbox"/> Age / <input type="checkbox"/> Size Range:			
* Country of Destination	USA	* Style/ Design No.:	7WD40322			
Group Name (Apparel):	/	Fiber - Lining (*Apparel)	/			
Fiber - Shell (*Apparel):	/	* Fabric Weight:	/			
* Color:	BLACK NICKEL - NICKEL FREE	Country of Origin:	INDONESIA			
Source/ Factory	/		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
Care Instruction:	/					
* Test Purpose:	<input type="checkbox"/> Trial Test / <input type="checkbox"/> Material Test / <input type="checkbox"/> Development Test / <input type="checkbox"/> Pre-production Test / <input checked="" type="checkbox"/> Mass Production Test / <input type="checkbox"/> Retest - Previous Report #: Reference Report #:					
Billing To:	<input type="checkbox"/> Applicant <input type="checkbox"/> Others, pls specify:					
Return Sample:	<input type="checkbox"/> No <input type="checkbox"/> To Applicant <input type="checkbox"/> To Agent					

REVIEWED BY: [Signature]
DATE: 21/6

*Test Package

Fabric and Garment Package	Garment Package	Individual Test
<input type="checkbox"/> Development Fabric Package - Woven	<input type="checkbox"/> Garment Package with Fabric Test Report - Adult	<input type="checkbox"/> Flammability 16 CFR 1610
<input type="checkbox"/> Development Fabric Package - Knit	<input type="checkbox"/> Garment Package without Fabric Test Report	Canada
<input type="checkbox"/> Bulk Fabric Package - Woven	<input type="checkbox"/> Garment Package with Fabric Test Report - Children	<input type="checkbox"/> Canadian Hazardous Product Act
<input type="checkbox"/> Bulk Fabric Package - Knit		
Additional Color:		

Product Categories

Fabric Package	Core Tests	Color:	<input type="checkbox"/> Children	<input type="checkbox"/> Adult
	Additional Colorway	Color:	<input type="checkbox"/> Children	<input type="checkbox"/> Adult
Garment Package - Core Tests	Color:	<input type="checkbox"/> Children	<input type="checkbox"/> Adult	

* Test Package for Fashion Accessories

<input type="checkbox"/> Scarf	<input type="checkbox"/> Hat	<input type="checkbox"/> Glove	<input type="checkbox"/> Belt
<input type="checkbox"/> Handbag	<input type="checkbox"/> Backpack	<input type="checkbox"/> Small Leather Goods/ Wallets	<input type="checkbox"/> Others, please specific:

* Restricted Substance Test

<input type="checkbox"/> Azo Dyes	<input type="checkbox"/> Formaldehyde	<input type="checkbox"/> PCP
<input type="checkbox"/> Cadmium	<input type="checkbox"/> Migration of Heavy Metals	<input type="checkbox"/> pH
<input type="checkbox"/> Chromium VI	<input type="checkbox"/> Lead Content	<input type="checkbox"/> Phthalates
<input type="checkbox"/> Disperse Dyes	<input type="checkbox"/> Nickel Release	<input type="checkbox"/> PFOS/ PFOA
<input type="checkbox"/> Dimethyl Fumarate (DMF)	<input type="checkbox"/> Flame Retardant	<input type="checkbox"/> Organotin
<input type="checkbox"/> Mercury Content	<input type="checkbox"/> Packaging Heavy Metal Test	<input type="checkbox"/> Other, please specify:
<input checked="" type="checkbox"/> Restricted Substance List Package	* Composite/ Mixed Test: <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Individual Test Request		

Please Specify (Test Description & Method):

We request for the above tests and agree that all testing will be carried out subject to Modern Testing Services (Global) Ltd.'s scale of charges as set forth in their prevalent price list of which we have seen a copy and upon and subject to the terms and conditions set out hereon and overleaf.

Date 21 JUNE 2016

Authorized Signature
and Company Chop of Invoice Recipient
(P.T.O. for terms and conditions)

SUTAN

Remark: For Jewelry testing application, please refer to the separate test request forms or responsible person for details.
Pick-up and delivery Hotline: (852) 3604 1328 / Fax No.: (852) 2799 9135
Handling charge will be applied for overseas delivery.

Modern Testing Services (Global) Ltd.
6/F, CEO Tower, 77 Wing Hong Street, Cheung Sha Wan, Kowloon, Hong Kong
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Creation Date: Juicy-27 Jan, 2014
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