

TERMS & CONDITIONS FOR TESTING

1. *Textile Testing International will conduct tests in accordance with and subject to the terms & the conditions herein contained. The conditions may only be modified by a variation expressed in writing and signed on behalf of the company by a Director and no other action on the part of Textile Testing International or its employees or agents shall be construed as an acceptance of any other terms & conditions.*
2. *It shall be the responsibility of the client to ascertain and notify Textile Testing International of the standards with which any sample submitted for testing must comply in any country or territory in which the sample concerned is intended to be sold. In default of specific instructions Textile Testing International will adopt the test methods and standards considered most appropriate.*
3. *The client will ensure that clear instructions are provided to Textile Testing International in due time and are accompanied by sufficient information to enable the required services to be performed effectively.*
4. *Textile Testing International will subject to the clients requirements test any sample submitted to it or sampled by Textile Testing International from bulk to ascertain its conformity or otherwise with contract description or sample. In no circumstances will Textile Testing International render any opinion as to the fitness of any sample from the purpose for which it is said to be intended unless in any specific case Textile Testing International is requested so to do and agrees so to do in writing.*
5. *A Test Report issued by Textile Testing International shall refer only to the sample actually tested and shall not refer or be deemed to refer to bulk from which such a sample may be said to have been obtained.*
6. *Test Report(s) prepared by Textile Testing International 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 express consent in writing of hereto first obtained.*
7. *In the event that any Test Report issued by the Textile Testing International is required for use in connection with or for evidence in any Court or Arbitration proceedings Textile Testing International will render all assistance and explanation reasonably required in connection therewith but all costs and expenses incurred by Textile Testing International in giving such assistance or explanations shall be borne by the client to whose order the Test Report in question was prepared.*
8. *In no circumstance will the issuing of any Test Report by Textile Testing International operate or be deemed or purport to involve Textile Testing International as a party or agent in any other way in any relationship contractual or otherwise between the client for whom the Test Report shall have been prepared and any other party whomsoever.*
9. *In the event that any test report shall be proven inaccurate and that inaccuracy thereof shall have been caused by the act or default of Textile Testing International or its technicians or agents then and in any such case the liability of Textile Testing International shall be limited to retesting or refunding to client of whom the Test Report shall have been made free of interest the fee paid to Textile Testing International*
10. *In the process of testing Textile Testing International may use any alternate method or input which had been tested through internal testing to have the same effect. Due to unavailability or unavoidable circumstances.*
11. *Samples received at Textile Testing International without sufficient information to proceed with testing and samples for which the client does not give a clear consent to bear the cost of the required or requested testing, will be held and stored for a maximum of 30 days after which they would be disposed.*
12. *The Textile Testing International shall be entitled at its discretion to delegate the performance of the whole or any part of the services contracted for with the principal to any agent or subcontractor.*
13. *Every Officer, employee, agent or subcontractor of Textile Testing International shall have the benefit of the limitation of liability and the indemnities contained in the general conditions. So far as relates to such limitation and indemnities, any contract entered into by the Textile Testing International is entered into not only its own behalf but also as agent and trustee for every such person as aforesaid.*
14. *If the requirements of the client necessitate the analysis of sample by the principal or by any 3rd party, Textile Testing International will pass on the result of the analysis but without responsibility for its accuracy. Where the Textile Testing International is only able to witness an analysis by the principal or be any 3rd party the Textile Testing International will provide confirmation, if such be the case that a correct sample has been analyzed but will not otherwise be responsible for the accuracy of such analysis.*
15. *Tti reserves the right to file a suite in the court of law to recover the due amount in the case of nonpayment in 65 days.*
16. *Samples for testing will be disposed off at the discretion of Textile Testing International after expiry of 60 days from the date of test report, unless a written request and pick up arrangements are made by clients for their return.*
17. *Payment Terms: Test charges need to be paid in advance.*
18. *On the request of Client, Textile Testing International may forward Samples/ Test Reports to the Clients or to the buyer or agent of the Client and all costs involved in such a request to be borne by the Client.*
19. *This report shall not be reproduced except in full without prior authorization from Textile Testing International.*
20. *Uncertainly Values can be provided upon receipt of a request along with the Test Requisition Form.*

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ISO/ IEC 17025 Accredited Lab | CPSC Accredited Lab | 17020 Accredited Inspection Agency | EPA Certified Lab