



MTIC INTERCERT INDIA PRIVATE LIMITED.,

No. 116, 2nd Floor, 3RD Main Road, Margosa Road Malleswaram, Bangalore – 560 003.
Tel No: 080 - 41285610, Tele-Fax – 41285609. CIN Number : U74900KA2011FTC061063
Email: india@mtic-group.in Website: www.mtic-group.in , www.mtic-group.org

Terms and Conditions of MTIC InterCert India Pvt Ltd

A. General:

- 1.1 The following terms and conditions of MTIC InterCert India Private Limited are applicable in addition to each offer the customer agrees to MTIC InterCert India Private Limited for executing the services.
- 1.2 The following terms and conditions shall govern all the offers or services and the contractual relationships between MTIC InterCert India Pvt Ltd, a company incorporated under the laws of India or any of its agents to any person applying for certification, testing, Inspection and / or training services unless otherwise agreed upon in written form by MTIC InterCert India Private Limited's Managing Director or President of our company.
- 1.3 These terms and conditions and if applicable offers, application, codes of practice, MTIC InterCert India Private Limited auditing, certifications, inspections and testing regulations, shall constitute the complete contract documentation between the customer and MTIC InterCert India Private Limited.
- 1.4 When a certificate, audit report, testing or inspection report is issued to the customer, MTIC InterCert India Private Limited shall provide the same services with due care and according to the codes of practice prevailing of the relevant certification body.
- 1.5 In case an order is placed, the customer shall by default accept these terms and conditions including as applicable the offer, application, codes of practice, auditing and certification, testing, inspection and/or training services regulations which apply at the time when the order is placed.
- 1.6 MTIC InterCert India Private Limited strives for accuracy in all price lists, price quotations, brochures, order confirmations, invoices and other information provided by MTIC InterCert India Private Limited; However, MTIC InterCert India Private Limited shall not be responsible or liable for any misstatement, typographical error or other similar error made by MTIC InterCert India Private Limited under good faith the customer knew or should have reasonably known it was a misstatement, typographical error or other similar error.

B. Offers and Agreements:

- 1.1 MTIC InterCert India Private Limited offers shall not bind MTIC InterCert India Private Limited and may be revoked at any time by MTIC InterCert India Private Limited prior to full and unconditional acceptance of such offer by customer, unless MTIC InterCert India Private Limited explicitly agrees that such offer is irrevocable for a certain period of time.



MTIC INTERCERT INDIA PRIVATE LIMITED.,

No. 116, 2nd Floor, 3RD Main Road, Margosa Road Malleswaram, Bangalore – 560 003.
Tel No: 080 - 41285610, Tele-Fax – 41285609. CIN Number : U74900KA2011FTC061063
Email: india@mtic-group.in Website: www.mtic-group.in , www.mtic-group.org

C. Prices:

- 1.1 Unless MTIC InterCert India Private Limited otherwise agrees in writing, all quoted prices are Subject to price changes.
- 1.2 Unless MTIC InterCert India Private Limited otherwise agrees in writing, all prices are exclusive of applicable taxes or any other levies imposed by statutory authorities.
- 1.3 Unless MTIC InterCert India Private Limited otherwise agrees in writing, the prices for the agreed services shall be the price mentioned in the respective offer at that respective time.

D. Obligations of the customer:

- 1.1 The customer shall agree and ensure that all support, access assistance, Information, records, data and facility are made available to MTIC InterCert India Private Limited as and when required including personnel of the customer.
- 1.2 The customer shall ensure that there are no obstacles or interruptions for MTIC InterCert India Private Limited during the execution of its services. The customer shall provide all necessary legislations to be followed during the services of MTIC InterCert India Pvt Ltd. The same shall be ensured by MTIC InterCert India Private Limited that its personnel follow all these regulations when executing services to the customer.
- 1.3 The customer shall not disclose the processes executed by MTIC InterCert India Private Limited to the general public.
- 1.4 All changes made at the customers premises affecting the services rendered by MTIC InterCert India Private Limited shall be communicated to MTIC InterCert India Private Limited immediately. Failing to do so may result in withdrawal of the certificate.
- 1.5 Scheduling of dates for audits shall be at least three weeks in advance. Changes to the dates scheduled before two weeks shall be liable to compensate the loss incurred by MTIC InterCert India Private Limited.

E. Payment Terms:

- 1.1 All offers made are valid for 90 days. To have the validity of offer, the service agreed upon shall start within 90 days.
- 1.2 The offer made shall cover all stages of the service to be offered by MTIC InterCert India Pvt Ltd. Additional charges may be invoices for services not made in the offer and situations arising during the execution of agreed services and the same not being met properly by the customer.
- 1.3 The charges mentioned in point D-1.2 above, shall be paid to MTIC InterCert India Private Limited without any delays/queries for services required as set in codes of practice.
- 1.4 Unless otherwise agreed upon, the offer agreed upon shall be without travelling, lodging and boarding expenses (charges to customer at actuals). MTIC InterCert India Private Limited will try to keep these expenses at a necessary minimum.



MTIC INTERCERT INDIA PRIVATE LIMITED.,

No. 116, 2nd Floor, 3RD Main Road, Margosa Road Malleswaram, Bangalore – 560 003.
Tel No: 080 - 41285610, Tele-Fax – 41285609. CIN Number : U74900KA2011FTC061063
Email: india@mtic-group.in Website: www.mtic-group.in , www.mtic-group.org

- 1.5 Invoices shall be made as per the offer agreed and the same shall be paid within 10 days of the date of invoice. All payments shall be made by cheque/demand draft drawn in favor of “MTIC InterCert India Private Limited“In case of cheque bounce an amount of Rs. 500 will be charged to the customer.
- 1.6 Any questions concerning the invoice made shall be asked within seven days after reception. Otherwise, the invoice shall be deemed correct.
- 1.7 Any TDS deducted will continue to accrue as a receivable to MTIC InterCert India Private Limited until the TDS certificate is received and published on the statutory website.

F. Copyright/trademarks:

- 1.1 All documents including but not restricted to reports/certificates provided by MTIC InterCert India Private Limited and the copyright contained therein shall be and remain the property of MTIC InterCert India Pvt Ltd. The customer is not allowed to alter these documents in any form or in any medium so ever. Use of MTIC InterCert India Private Limited’s name or any other registered trade mark for advertising/marketing purposes is not allowed without prior written approval by MTIC InterCert India Private Limited.

G. Confidentiality:

- 1.1 All information made known by either party during execution of the agreed services however that the confidential information shall not include any information generally known to public, was made available by either party before being known through this contract, may only be disclosed to third parties if disclosure is permitted.
- 1.2 Unless otherwise required by the law or by judiciary, governmental or other regulatory body, neither party nor their agents or sub-contractors shall use the confidential information other than for the purpose of executing the agreed services nor disclose other confidential information to any person or entity without prior written approval of other party.

H. Force Majeure:

- 1.1 In the event of MTIC InterCert India Private Limited being prevented from executing or completing the services agreed by any reason whatsoever outside of MTIC InterCert India Private Limited’s control, including but not limited to war, terrorist activity or industrial rules, failure to get approval for permits, licenses or registrations health issues, death of personnel or resignation or failure of customer to comply with agreed contract, the customer shall remain obliged for payment to MTIC InterCert India Private Limited.



MTIC INTERCERT INDIA PRIVATE LIMITED.,

No. 116, 2nd Floor, 3RD Main Road, Margosa Road Malleswaram, Bangalore – 560 003.
Tel No: 080 - 41285610, Tele-Fax – 41285609. CIN Number : U74900KA2011FTC061063
Email: india@mtic-group.in Website: www.mtic-group.in , www.mtic-group.org

1.2 The amount of all abortive visits made or incurred by MTIC InterCert India Private Limited shall be reimbursed.

I. Indemnity:

- 1.1 MTIC InterCert India Private Limited shall take utmost care in executing services agreed upon and shall only be responsible if the cause is proven as negligence by MTIC InterCert India Pvt Ltd.
- 1.2 Terms and conditions shall not exclude or limit MTIC InterCert India Private Limited's liability towards the client for death, personal injury, for fraud or any other matter resulting from MTIC InterCert India Private Limited's negligence for which it would be illegal to exclude or limit its liability.
- 1.3 Subject to clause H-1.2 hereof, the total liability of MTIC InterCert India Private Limited towards the client in respect of any claim for loss, damage or expense of any sort and whatsoever arising shall be limited to any one event or series of connected events to an amount equal to the fees paid to MTIC InterCert India Private Limited under the offer agreed (excluding applicable taxes).
- 1.4 MTIC InterCert India Private Limited shall not be liable towards the customer nor to any third-party if
- a) Any loss damage or expense arising due to a failure of the customer to comply with any of its obligations, any actions taken or not taken on the basis of the reports or the certificates, any incorrect results/reports/ certificates arising from unclear, erroneous, incomplete misleading or false information provided to MTIC InterCert India Pvt Ltd.

J. Miscellaneous:

- 1.1 If any provisions of these terms and conditions is found to be invalid or unenforceable in any jurisdiction in any respect, the validity of the remaining provisions shall not be affected in any way or impaired thereby.

K. Complaints:

Any complaints may be addressed in written form to the General Manager-Certification, MTIC InterCert India Private Limited addressed to **No.116,2nd Floor,11th Cross,3rd Main Road, Margosa Road, Malleswaram, Bengaluru – 560003, Karnataka, India** and also at **india@mtic-group.in**

L. Jurisdiction, disputes and Arbitration:

- 1.1 Unless otherwise specifically agreed, all disputes arising out of or in connection with these terms and conditions or the offer agreed shall be governed by the laws of India, Courts in Bangalore, India shall have jurisdiction over these disputes.



MTIC INTERCERT INDIA PRIVATE LIMITED.,

No. 116, 2nd Floor, 3RD Main Road, Margosa Road Malleswaram, Bangalore – 560 003.
Tel No: 080 - 41285610, Tele-Fax – 41285609. CIN Number : U74900KA2011FTC061063
Email: india@mtic-group.in Website: www.mtic-group.in , www.mtic-group.org

1.2 All disputes claims and questions which arise during the service execution period shall be referred to an arbitrator. The arbitration shall be governed by the rules of arbitration and conciliation Act 1996 or any amendment thereof, by single arbitrator appointed by MTIC InterCert India Private Limited. The ARBITRATION SHALL TAKE PLACE IN BANGALORE AND CONDUCTED IN ENGLISH LANGUAGE. The expenses of arbitration shall be borne by both the parties equally.

Accepted :

Date :

By :

Name :

Designation :