

Terms and Conditions for Materials Testing, NDT, and Related Services

1. Acceptance of Proposals

All proposals submitted by TCR Engineering Services Pvt. Ltd. (“TCR”) to the client (“Client”) regarding materials testing and NDT inspection services (“Services”) are subject to written acceptance by TCR. All accepted proposals, together with these Standard Terms and Conditions (collectively, the “Agreement”), constitute the entire contractual arrangement between TCR and the Client. Any terms proposed by the Client that deviate from or contradict this Agreement will not apply unless explicitly agreed to in writing by TCR. No prior dealings between TCR and Client will affect or modify this Agreement unless so specified.

2. Service Specifications

All testing and consulting services provided by TCR shall be conducted in accordance with the specifications outlined in the proposal or, if necessary, by a designated subcontractor under TCR’s sole discretion. The Client agrees that any deviations from such specifications must be expressly agreed upon in writing.

3. Use and Distribution of Reports

The Client may use and distribute copies of the report in full for process or product approvals with relevant authorities or industry stakeholders. Any other distribution, partial reproduction, or use of the report, data, or results requires prior written consent from TCR.

4. Payment Terms

Client acknowledges that TCR qualifies as an MSME (Micro, Small, and Medium Enterprise) company under Indian law. Payments for Services rendered by TCR are due within 45 days of the invoice date, regardless of the results or any early termination of the Agreement by the Client. Failure to make payment within 45 days will result in interest charges on the overdue amount, compounded monthly, at three times the bank interest rate, as per Section 43B(h) of the Income Tax Act of India. This interest will accrue monthly until full payment is received. The Client further agrees to cover any additional charges for work completed outside the initial proposal or for work associated with any legal proceedings involving the Client or its products.

5. Independent Contractor

TCR is engaged as an independent contractor and not as an employee or agent of the Client. The Client acknowledges sole responsibility for decisions made based on TCR’s reports and results, and that TCR’s findings are not intended as guarantees or recommendations.

TCR Engineering Services Pvt. Ltd.

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Tel No: +91-22-23097921

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Electronic Zone, Mahape, Navi Mumbai - 400 710
Tel No: +91-22-67380900
CIN No: U28920MH1973PTC016780

REDEFINING ON-TIME QUALITY

Material Testing | NDT | Inspection & Consulting

6. Sample Handling and Storage

Client is responsible for providing testing samples at its own cost. TCR will retain unused portions of samples for 90 days post-report issuance, after which TCR may dispose of or return the samples at Client's expense. TCR may refuse receipt of any sample it deems hazardous or improperly shipped and reserves the right to charge the Client for associated handling, identification, or disposal costs.

7. Confidentiality

TCR and the Client agree to maintain the confidentiality of all information and data obtained in the course of Services, except as required by law or with prior written consent. TCR reserves the right to disclose Client's identity to its parent company or in customer listings. TCR may share Client data with subcontractors, under the same confidentiality obligations.

8. Intellectual Property

All intellectual property used or generated by TCR in the delivery of Services, including equipment, methods, and trade secrets, remain TCR's exclusive property. The Client shall not use TCR's intellectual property or trademarks without written consent, except as authorized for full report distribution.

9. Limited Warranty and Disclaimer

TCR warrants that Services will be conducted in accordance with the specifications in the Proposal. TCR does not guarantee any results due to variables outside of its control and assumes the accuracy of Client-provided information. All reports are for the Client's internal use only; third-party reliance is only permitted with TCR's written consent.

10. Limitation of Liability

Client's right to claim damages due to TCR's negligence or breach of this Agreement is limited to the amount paid by Client for Services. TCR is not liable for any special, indirect, or consequential damages, including lost profits or reputational harm. The Client agrees to indemnify TCR from any claims, damages, or expenses arising from the Client's use of Services, except where such claims result from TCR's gross negligence or wilful misconduct.

11. Litigation Services

If TCR is requested to support any litigation, Client must notify TCR in writing prior to Service initiation. Client shall cover all costs associated with TCR's participation, including consulting fees and expenses for TCR employees or subcontractors required to testify.

12. Employee Non-Solicitation

The Client agrees not to solicit or employ any TCR employee or subcontractor without written permission from TCR. Any breach will result in Client's obligation to cover TCR's costs related to employee loss and retraining.

13. Force Majeure

TCR's performance under this Agreement may be delayed or excused due to unforeseen events beyond TCR's control, including but not limited to natural disasters, strikes, and other force majeure circumstances.

14. Indemnification

The Client agrees to indemnify TCR to the fullest extent permitted by law for any damages, costs, or liabilities arising from Client's breach of this Agreement or any legal claims related to TCR's Services or report preparation, excluding claims resulting from TCR's gross negligence or wilful misconduct.

15. Dispute Resolution

Any disputes under this Agreement shall be resolved through binding arbitration in Mumbai, India, in accordance with the Commercial Arbitration Rules of the Arbitration Association of India. Any award rendered in arbitration may be enforced in court.

16. Scope of Work Adjustments

Any modifications to the agreed scope of work or additional services will incur additional fees as agreed upon in writing by both parties before commencement.

17. Premature Termination

In the event of premature termination, the Client shall compensate TCR for all Services rendered up to the termination date.

18. Waiver of Consequential Damages

No party shall be liable to the other for special or consequential damages, including loss of profit, downtime costs, or loss of use.

19. Governing Law

This Agreement is governed by Indian law. The parties agree to the non-exclusive jurisdiction of courts in Mumbai, India, for any related legal action.

Acknowledgment

By engaging TCR's services, the Client agrees to these Terms and Conditions, acknowledging TCR's rights as an MSME and understanding the associated payment obligations and liabilities.