



फुटवियर डिज़ाइन एण्ड डेवलपमेन्ट इंस्टिट्यूट

(एफ. डी. डी. आई. अधिनियम २०१७ के अन्तर्गत, एक राष्ट्रीय महत्त्व का संस्थान)

वाणिज्य एवं उद्योग मंत्रालय, भारत सरकार

FOOTWEAR DESIGN & DEVELOPMENT INSTITUTE

(An Institution of National Importance under FDDI Act 2017)

Ministry of Commerce & Industry, Government of India

TERMS & CONDITIONS FOR SERVICES OF FDDI INTERNATIONAL TESTING CENTRE Document No.: FDDI/ITC/T&C/01 | Revision: 00

Applicability: These Terms & Conditions apply to testing services/any other services provided by the Footwear Design & Development Institute (FDDI), International Testing Centre (ITC), unless otherwise agreed in writing.

1. Requests for any kind of service may be received through the FDDI Test Request Form (TRF), client letter, purchase order or email. Acceptance of a service request by FDDI shall constitute acceptance of these Terms & Conditions by the client, unless otherwise agreed in writing. FDDI will provide the Services based on the Client's request, information and documents provided by the Client. FDDI may engage its approved subcontractors to perform all or part of the Services, where required.

Any terms and conditions contained in the client's purchase order, work order, email, portal, vendor registration document or other communication shall not apply to the testing services unless expressly accepted in writing by FDDI. In the event of any inconsistency, these Terms & Conditions shall prevail, unless a specific written agreement expressly approved by FDDI provides otherwise.

2. TESTING SERVICES

a. Samples shall be submitted by the client in sufficient quantity and in a condition suitable for the requested testing. The client shall be responsible for the identity, representativeness and authenticity of samples submitted by them.

The client represents and warrants that:

- (a) It has lawful ownership, possession or authority to submit the samples to FDDI for testing;
- (b) The samples do not contain any hazardous, toxic, radioactive, explosive, infectious or other such dangerous substance
- (c) The submission and testing of the samples does not violate any applicable law, contractual obligation or third-party right; and
- (d) The client shall be solely responsible for the consequences of any inaccurate, incomplete or misleading information supplied to FDDI.

b. Testing shall be carried out against the standards, specifications or test methods stated in the testing request/TRF and accepted by FDDI. Any change in scope or test requirements after acceptance may be subject to feasibility, additional charges and revised timelines.

FDDI shall not be responsible for any loss, deterioration, contamination or damage to samples arising from the inherent nature of the sample, normal testing procedures or circumstances reasonably incidental to the testing process.

FDDI may refuse to accept or may discontinue testing of any sample which, in FDDI's reasonable opinion, presents a safety, health, environmental, equipment or operational risk.

c. Test results relate only to the sample(s) tested. The test results reported in the test report are valid at the time of testing and under the stated conditions of measurement. FDDI does not certify or warrant that the results are representative of the entire production lot. Statements of conformity are based on simple acceptance criteria without taking measurement uncertainty into account, unless otherwise requested in writing

d. The test report is issued for the technical information of the client only. It shall not be used for advertisement, promotion, publicity, litigation or legal purposes. FDDI shall not be responsible for any interpretation or use of the report beyond the stated scope of testing.

The report is not permitted to be reproduced except in full.

The test report shall be used solely for the purpose for which the testing was requested and shall not be used, reproduced, published, altered, excerpted, distributed or relied upon for any other purpose

e. Information and test results obtained during testing shall be handled in accordance with FDDI's applicable confidentiality requirements, except where disclosure is required by law, regulatory authority, accreditation requirements or other applicable obligations.

f. Samples shall be retained by FDDI for a period of 90 days from the date of issuance of the report, unless otherwise agreed with the client in writing. After the retention period, samples shall be disposed of without further notice to the client.

FDDI shall not be responsible for returning samples unless return has been specifically agreed in writing and the client bears the applicable costs.

3. OTHER SERVICES

(a) FDDI will provide the Services based on the Client's request, information and documents provided by the Client and, where applicable, the samples submitted. The results of the Services will be provided through a written Report. FDDI may engage its approved subcontractors to perform all or part of the Services, where required.

(b) The Client shall provide complete and accurate documents, information or samples where applicable required for providing the Services. FDDI may dispose of or discard samples after completion of the Services, unless otherwise agreed in writing.

(c) The Client shall ensure that the samples, products or documents submitted do not violate any third-party rights. The Report shall be used only for the purpose and service for which it was issued and shall relate only to the products, equipment or information covered under the respective service.

(d) The Client shall be solely responsible for the accuracy and completeness of any information, documents or declarations submitted by the Client to government or regulatory authorities, including certificates of compliance

The following terms and conditions are applicable to all the services including testing/Any other service rendered by FDDI.

4. Testing /Service charges shall be as quoted/approved by FDDI. Taxes and other applicable charges shall be payable by the client. Payment shall be made within the agreed credit period or as otherwise specified by FDDI. FDDI reserves the right to withhold commencement or release of services/reports in case of overdue payments.

All payments shall be made without deduction, withholding, counterclaim or set-off, except deductions required by applicable law. Where tax is deducted at source, the client shall furnish the applicable TDS certificate/document within the prescribed period.

FDDI may suspend the requested service/ testing, withhold reports or decline further requests where any undisputed amount remains overdue.

Delayed payments may attract interest at the rate prescribed under applicable law or as specifically stipulated in the applicable quotation/agreement.

5. FDDI shall be indemnified against any dispute arising out of the issue of reports. The test reports are for client information only. Not for advertisement, promotion, Publicity, litigation or legal purpose. The report shall be issued solely for the purpose for which it was requested. FDDI shall not be held liable for any claim, dispute, loss, damage, commercial decision, legal action or other consequence arising from the use, interpretation, reproduction or reliance upon this report by any party

The client shall indemnify, defend and hold harmless FDDI, its officers, employees and representatives from and against all third-party claim, loss, liability, cost or expense arising out of or relating to the performance of any service by FDDI-ITC, or breach by the client of any obligations or warranties herein.

6. FDDI shall not be liable for delay or failure to perform or delay in performance of any of its obligations if such failure or delay is due to acts of God, war, civil unrest, riots, strike, lockout, epidemic, pandemic, government action or restrictions, natural disasters such as flood, fire, earthquake, or any other cause beyond the reasonable control of the affected Party ("Force Majeure Event").

7. These Terms & Conditions, together with the accepted request/TRF and any specific written agreement between FDDI and the client, shall constitute the basis for provision of services. In case of any inconsistency, the specific written agreement shall prevail to the extent expressly agreed by FDDI. FDDI ITC Services Terms & Conditions (Document No. FDDI/ITC/T&C/01, Revision 00) are applicable to the services covered under this report and are available on the official website of FDDI (www.fddiindia.com). By submitting a request for services to FDDI ITC, whether through a Test Request Form, letter, email, purchase order, the Client shall be deemed to have accepted the said Terms & Conditions. This report is issued subject to and governed by the said Terms & Conditions.

8. To the maximum extent permitted by applicable law, FDDI shall not be liable for any indirect, incidental, special, exemplary, punitive or consequential loss or damage, including loss of profit, loss of business, loss of production, loss of goodwill, loss of opportunity or loss of anticipated savings, arising out of or in connection with the report. FDDI shall not be liable for any indirect, consequential or special loss or damage arising out of or in connection with the report, the product tested, or the services provided. FDDI shall also not be responsible for any loss or damage arising from any delay in providing the services or from the services not being completed within the estimated time period, irrespective of the reason for such delay.

FDDI's aggregate liability, whether arising in contract, negligence or otherwise, in relation to any request shall not exceed the charges actually paid to FDDI in respect of the specific service giving rise to the claim.

9. If the client disputes a test result/report, the client shall notify FDDI in writing within **3 days** from issuance of the soft copy of the report, specifying the grounds of the dispute.

FDDI may, where technically feasible, review the records..

A request for review or re-testing shall not by itself constitute an admission by FDDI that the original test result was incorrect.

10. Services are limited to those expressly requested and accepted by FDDI. Unless expressly stated otherwise in writing, FDDI does not certify, approve, endorse or warrant that the tested product complies with any regulatory, contractual, commercial or other requirement beyond the parameters actually tested.

11. Where a service request is cancelled after commencement of the activity or after FDDI has incurred related expenses, FDDI shall be entitled to recover the charges and expenses reasonably incurred up to the date of cancellation.

12. The name, logo, trademarks, accreditation marks and other intellectual property of FDDI shall not be used by the client in any advertisement, promotional material, website, packaging, product literature or other communication .

13. These Terms & Conditions shall be governed by and construed in accordance with the laws of India. Subject to any applicable statutory jurisdiction or dispute-resolution mechanism, courts having competent jurisdiction at Gautam Buddha Nagar/Noida, Uttar Pradesh shall have jurisdiction over disputes arising out of or in connection with the testing services.

14. If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

15. Failure or delay by FDDI in exercising any right shall not constitute a waiver of that right.

16. The version of these Terms & Conditions applicable to any service request shall be the version published by FDDI on its official website and in force on the date of acceptance of the testing request. FDDI may revise these Terms & Conditions from time to time, with the revised version becoming applicable to subsequent testing requests.

Any revision to these Terms & Conditions shall apply only to requests accepted by FDDI after the effective date of such revision and shall not retrospectively alter the terms applicable to an already accepted request, unless expressly agreed in writing.

FDDI reserves the right to update these Terms & Conditions. Clients are advised to refer to the latest version published on the official FDDI website.