



Terms and conditions of ITI test and calibration reports

OWNERSHIP:

The Industrial Technology Institute (ITI) was established under Act No. 11 of 1994 of the parliament of Sri Lanka as the successor to the Ceylon Institute of Scientific & Industrial Research (Established under the Ceylon Institute of Industrial & Scientific Research Act no. 15 of 1955 of the Parliament of Sri Lanka) under the Ministry of Science and Technology.

CONFIDENTIALITY:

Strict Confidentiality is maintained in all interactions with clients. The client must not use the Industrial Technology Institute (ITI) name and / or data in any manner, which might cause harm to the institute's reputation and / or business. Under no circumstances is the name of the institute, to be published either alone or in association with that of any other party without prior written approval from the Director General of the Institute.

The ITI is responsible for the management of all information obtained or created during the performance of laboratory activities in confidential manner.

TEST/CALIBRATION METHODS:

In the absence of a specific request from the customer, ITI will adopt any appropriate national/international standard method for conducting the test/calibration. In the absence/non accessibility of standard methods, ITI may adopt any other relevant published test/calibration method or follow a method developed at ITI.

TEST/CALIBRATION REPORT:

1. Report is issued for the information of the customer and shall not be reproduced in total or in part without the prior written authority of the Director General, ITI. Any person or any party who alters or adds or deletes or interpolates any provisions or words or letters or figures shall be liable to legal action.
2. The report is not a Certificate of Quality. It only applies to the item of the specific product/equipment tested/calibrated or to the consignment/lot/batch from which a representative sample has been drawn by ITI. The results shall not be used to indicate or imply that they are applicable to other similar items. In addition such results must not be used to indicate or imply that ITI approves, recommends or endorses the manufacturer, supplier or user of such product/equipment or that ITI in any way guarantees the later performance of the product/equipment.
3. The report furnished by ITI shall not be used in any advertising or sales promotion without the prior written authority of the Director General ITI.
4. The report is limited specifically to the item/s submitted unless otherwise mentioned.
5. Conformities to a standard specification may be mentioned as required by standard specification or on request by the customer.
6. The ITI will not offer any opinion/advice or recommendation with respect to the suitability or otherwise of the item for any application or use. Interpretation of results and professional opinion and recommendations if required should be requested by customer and will be provided for an additional fee paid by the customer.
7. Under no circumstances does the ITI accept any liability or loss or damage caused by misuse of the ITI report. Liability is limited to the fee charged in case of proven negligence by the ITI.

COPIES OF REPORT:

Only one copy of the report will be made available to the customer. Extra copies if necessary could be requested by customer at the time of submission of job and will be provided on the payment of an extra charge. Additional copies of the report endorsed by the Authorized signatory could be made available at the request of the customer within a period of one year from the date of issue of report, on a written request by the customer and on payment of an extra charge. No third party can obtain such a report without written authorization from the customer to ITI.

QUERIES ON REPORT:

Customer queries on reports will be entertained only up to a period of one year from the date of issue of the report.

RETENTION OF TEST ITEMS:

Perishable items will be destroyed immediately after testing, other items after one month from the date of issue of the report.

RETURN OF TEST ITEMS:

Test items will be returned to the customer at the sole discretion of the ITI only on a written request by the customer.

LOSS OR DAMAGE:

While the ITI exercises every care in respect of work entrusted to the Institute by customers, the Institute is not liable for any loss/damage howsoever caused to person/property, including property entrusted by customer to the Institute whether such loss, damage or delay may have been caused by reasons beyond the control of the Institute or otherwise.

LITIGATION:

All costs associated with litigation or dispute for oral or written testimony or preparation of same or for any other purpose related to work provided by the ITI shall be paid by the customer. Such costs include, but are not limited to hourly charges, travel and accommodation, mileage, counsel, legal fees and all other expenses associated with the said litigation and dispute.

CHANGE OF CONDITIONS:

ITI may at its sole discretion add to or amend the conditions of this report at the time of issue of the report and such additions or amendments shall be binding on the customer.

April 2021