

Terms and Conditions

Technology Transfer:

Technology transfer will be in the form of tangible knowledge – knowledge embodied in physical goods, services and codified in blueprints, designs, technical documents, etc or intangible knowledge or know-how.

The scope will be in the form of technical knowledge, which can be supplied in such extent that the other party can reproduce the same without much hardship. In the case of transfer involving complex technology, the knowledge will be disseminated to the minute details, which can be embodied in the form of drawings, manuals, blue prints, etc.

Transfer of knowledge will be embodied as under

Hardware or goods

Knowhow

Field of use limitation

Territory and Exclusivity

Intellectual Property

Project terms for Product Development and Designing

During the project briefing, it is client's responsibility to provide TECHSOL with clear guidelines along with the flow or specific details that may be required. When such details are not provided, we will proceed with our understanding of client requirements and quote accordingly. At a later stage, if a discrepancy arises, it may lead to additional costs to accommodate the changes. Thus, it is essential that you clarify every aspect of your product design and development and ensure that you have been quoted on the right requirements.

Once proposal has been finalized, any additions, changes or enhancements in the functionality or design of the project will affect the proposal and may incur additional cost and a revised delivery date. All additional work, over and above the estimates is charged separately. Under no circumstances will TECHSOL be liable for any delays caused by change in the project brief.

Any complexity related to specific deliverable, must be advised in advance and included in the proposal for costing purposes. We operate in good faith and rely on our clients to disclose the full picture of their expectations. Any discrepancy arising due to unclear requirements or expectations will not be borne by TECHSOL.

Product content and all related materials need to be provided to us within the first two weeks of starting the project. Any delays thereafter may delay the project and may incur additional charges if it goes beyond reasonable timeframe.

The client must recognize that at times there may be unforeseen circumstances that will delay the development process, particularly with reference to the integration of third party for reference. We will try our best to complete the project as agreed in the proposal. As long as it is within a reasonable period, the client agrees not to penalize us for any genuine delay, when every effort to keep the project on the proposed schedule is taken.

TECHSOL takes no responsibility of any of the third party products, software and components used in the product development as said by the client. We suggest you to recheck its authentication to avoid any disruptions.

TECHSOL owns copyrights of all codes written for any client, unless arrangements are made prior to start of the project. TECHSOL warrants a license to use any custom built software for the client, for their use only. This license is granted while paying for the hosting. TECHSOL CMS cannot be transferred to any external host; this includes any access to the software codes.

Domain registration charges are not included as a part of the proposal unless mentioned otherwise.

Hosting charges are not included in the quotations unless mentioned otherwise. TECHSOL can organize an appropriate hosting solution if required, a quote for which will be submitted separately and approved by the client.

Where clients decide to organize their own hosting, we should be consulted before finalizing the type of hosting and database, as it should meet the requirements of the technology used for the development. Please note that we'll require full access with hosting support for testing and deploying the application. TECHSOL will not be liable for any delays or errors caused by direct or indirect actions of the hosting company.

TECHSOL cannot give access to their test servers and test websites to the clients or any third party.

Technology support of additional 5 working hours is given to all medium and large size projects, for any basic modification or changes, which may be utilised for up to a period of one month after the delivery. Please note that these support hours are not applicable if the design or coding or any other aspect of the website has been altered by anyone other than the TECHSOL team.

TECHSOL Manufactured Products.

Website specifications and descriptions for products are as accurate as possible. We reserve the right to make changes and improvements in accordance with the latest specifications and design developments.

Guarantee: TECHSOL products are guaranteed against defective materials and workmanship for a period of six months from the date of shipment. We will repair or replace such items as may prove defective at our option. Under no condition will we allow labor charges or other expenses to repair defective merchandise without our approval.

We accept no responsibility for damage or abuse to the product due to improper installation or operation. We accept no responsibility for and will not pay for any lost profits incidental, consequential, or physical damages.

Packing/Shipping: Packing and cases for domestic shipments are included at no additional cost. Since export shipments require special packing and cases, an additional charge is added. When specific shipping instructions are absent, our judgment, based on the nature of the material, distance to be sent and the size and weight of the package will prevail.

Returned Goods: Items may not be returned without prior written permission from TECHSOL. No item is returnable after 30 days from shipping to customer.

Any use and/or damage by customer, or due to customer's improper repacking, is subject to further charges as necessary to place item(s) in a resalable condition. Items returned must be sent prepaid no C.O.D. returns can be accepted.

Sales Tax and VAT: Sales taxes and VAT will be calculated and added at the point of sale and as per government norms.

Claims: All claims for shortage, breakage or other discrepancies should be filed with the carrier immediately upon receipt of the shipment.

Payment / Refund terms

All prices are quoted in Indian Rupees are exclusive of GST unless specified.

All invoices are to be processed as per the schedule via your preferred method of payment.

In a technology transfer agreement, fees will be determined on the basis of lump-sum payment.

Milestone payments must be made within 5 working days of each milestone/schedule, unless mutually agreed otherwise. Final payment must be made prior to product design transfer.

Receipt of payment is deemed as acceptance of the quote, milestone, delivery or project.

TECHSOL reserves the right to negotiate and refund appropriate portion of the amount paid by customer towards the requested service. If you cancel your order after making the payment, but the work has not commenced, we will refund 75% of the payment that you have already made. If the order is cancelled after the commencement of work, the maximum refund or charge will be 50% of the invoice. There will be no refund or adjustments if cancellation is called when more than 50% of the work has been completed. All cancellations must be received in writing and can be sent via regular mail, email or fax. Telephone requests on cancellations will not be accepted.

For minor works, payments need to be made either in advance or as per the terms mentioned in the invoice/proposal. If you require any changes to the terms, you must inform us in writing (emails accepted) within two working days of the receipt of the same.

For products manufactured by TECHSOL, orders sent via courier will be processed against 100% advance.

If you are late with a payment or have any queries regarding the Invoice, please contact Accounts Manager immediately.

All communications/correspondences are generally done via emails. It is client's responsibility to keep us updated with their relevant email addresses.

Dispute resolution, any controversy or claim arising out of or relating to services, or the breach thereof, shall be settled by binding arbitration in Mumbai, India, in accordance with the Commercial Arbitration Rules of the Arbitration Association of India, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.