

Terms and Conditions

Techno – Commercial Offer:

- Client is required to provide the completed Apta sample analysis test requisition form (SARF) along with samples.
- For sample enrollment, a purchase order is required. Please raise PO to the address indicated in the document.
- Out-of-Specification (OOS) investigations will only be initiated for samples explicitly submitted for cGMP batch release. Non-GMP samples are exempt from OOS investigations unless otherwise requested by the client. For cGMP batch release samples, additional costs may apply unless the investigation arises from a laboratory error.
- For chromatography analysis, the Apta strictly focuses on the desired analytes mentioned in the analysis request form. The laboratory does not actively investigate any additional peaks unless specifically instructed to do so. However, if requested, the Apta laboratory can provide all relevant analysis data to the client.
- Apta's recommendation is to provide three times the required sample quantity for analysis. In case the client is unable to provide the desired amount, a minimum quantity that is sufficient for analysis will be considered. However, please note that Apta reserves the right to request additional quantity based on investigation requirements or if repeating the analysis becomes necessary.
- It is essential to carry out method verification and method transfer procedures for samples meant for commercial cGMP batch releases. To facilitate this process, the client is required to provide details in the sample analysis request form. Failing to carry out proper method verification or transfer can render the analysis data unsuitable for commercial batch release purposes. It is important to note that Apta cannot be held responsible for any regulatory consequences that may arise if decisions are made without obtaining consent from Apta to utilize the reported data. It is imperative to emphasize that test results lacking proper method verification or transfer are intended solely as a reference and cannot be utilized for commercial cGMP batch releases.
- If tailing batch samples are included along with validation as part of the method validation sequence, they are considered part of the project and are not subjected to commercial batch release or OOS investigation.
- Client is responsible of making sure that the sample is packaged and transported properly if it is submitted by the client and sent via courier.
- **Cancellation Charges:** If an order is cancelled after sample analysis has been initiated, 50% of the order value shall be paid.
- GST amount may vary according to the prevailing government regulations at the time of invoicing.
- **Validity Period for quotation:** 30 days from the date of the quotation.

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Test report:

- The results shown in the test report refer only to the samples(s) tested as received unless otherwise stated. These conditions and the report represent the entire parties hereto with respect to the subject matter hereof and the report, and no modification, variance or extrapolation with respect thereto shall be permitted without the prior written consent of the company.
- Samples will be retained after 30 days after issuing the test report, unless requested by the client separately or as per regulatory requirement. Perishable samples will be disposed off immediately after the report issuance. samples will be returned, if requested by the client within the retention period.
- If specification/ test method not mentioned by the client, test report will be issued without any specification requirements and in-house method will be followed.
- The report is issued solely by the company, is intended for the exclusive use of client and shall not be published, used for advertising purpose, copied or replicated for distribution to any other persons or entity or otherwise publicly disclosed without the prior written consent of the company.
- The company shall undertake due care in skill performance of its service to client, and the client will hold the company responsible only where such skill has not been exercised and even in such event, only to the extent of the limitation of liability set forth therein.
- The laboratory normally will not offer any opinion/ advice or any recommendation with respect to the suitability or otherwise of the samples of any application or use conformities to a specification or Act, will be mentioned as required by the Act/specification.
- Proposed Turn Around (TAT) may vary if any unprecedented events occur. If a TAT needs to be amended same will be communicated to client and will make all efforts to reduce inconvenience.
- One set of report would be submitted to client on completion of analysis and may offer additional copies on request basis.
- In case of cancellation of enrolment for any reason, refund of the test charges, will be made after adjusting the incidental expenses, if any.
- If client desires to assert a claim arising from or relating to (i)the performance, purported performance or non -performance of any services by the company or (ii)the sale, resale, manufacture, distribution or use of any tested good, it must submit that claim to the company in a writing that sets forth with particularity the basis for such claim within 60 days from discovery of the potential claim and not more than six months after the date of issuance of test report to the client, client waives any and all such claims including, without limitation, claims that the report is inaccurate, incomplete or misleading or that additional or different testing is required, unless and then only to the extent that client submits a written claim to the company.
- In no event whatsoever shall the company be liable for any consequential, special, incidental, exemplary or punitive damages in connection with, relating to or arising out of the report, the product tested or the services provided by company hereunder, including without limitation of loss or damage to property or reputation; or loss of income, profit or use.