



## **Sawant & Co. Private Limited**

Ground Floor, Dinar Chamber, 12 West Wharf Road,  
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Email: [info@sawant.com.pk](mailto:info@sawant.com.pk)

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## **General Terms and Conditions of Services**

All services performed by **Sawant & Co. Pvt. Ltd**, its parent, subsidiaries and affiliated companies (Hereinafter collectively referred to as "Sawant & Co.") for the person or entities ordering such services (Hereinafter called "Customer") are undertaken and the rates and charges of Sawant & Co.) are based upon the following Terms and Conditions:

1. Sawant & Co. warrants that its services shall be performed in a professional manner with care and necessary skill exercised as practice in vogue by other inspection companies in similar business and under similar circumstances. This warranty shall become null and void in the event Customer's account becomes DELINQUENT. All invoices are due and payable upon receipt.
2. Customer's exclusive remedy for any claim against Sawant & Co. , its officers, employees, agents or subcontractors for any loss or damage, either directly or indirectly, in contract, tort, or otherwise in connection with the performance of the work or services involved shall be limited to the amount equal to fee paid.
3. Customer waives any and all other claims or causes of action against Sawant & Co. , its officers, employees, agents or subcontractors for incidental, consequential, punitive, special damages or lost profits, resulting from Sawant & Co. or a Subcontractor's work, services or goods.
4. Written notice of claim against Sawant & Co. must be made within thirty (30) days after delivery of the report covering such work. Failure to give such written notice of claim within such thirty (30) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the Performance of the work or services involved.



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5. The report covering the work or services of Sawant & Co. is furnished to the Customer for its exclusive use and not for the use of any other person or entity. The report is based, and the work conducted, on the Customer's specific instructions, and there may be other relevant information not requested or reported. Delivery of this report to any other person or entity does not constitute a representation by Sawant & Co. of any matter stated in this report to anyone other than its Customer. The Customer acknowledges that Sawant & Co. does not, either by entering into a contract or by performing services, assumes, abridge, abrogate or undertake to discharge any duty of the Customer to any other person. No person or entity, other than the Customer, in whose possession a copy of this report shall come, shall have any right against Sawant & Co. , its parent, subsidiaries or affiliated companies, their officers, employees, agents or subcontractors.
6. ALL CLAIMS MADE AGAINST SAWANT & CO., EITHER DIRECTLY OR INDIRECTLY, IN CONTRACT, TORT OR OTHERWISE, SHALL BE GOVERNED BY EXISTING LAWS OF PAKISTAN AND CAN BE FILED IN PAKISTAN ONLY.
7. No officer, employee, agent, or subcontractor of Sawant & Co. (other than the Authorized Representative/Chief Executive Officer) has authority to alter or waive any of the foregoing provisions or to make any representation which will in any way conflict with or override any of the foregoing terms; and no such alteration, waiver, or representation shall be binding upon Sawant & Co. Unless in writing and signed by the Authorized Representative/ Chief Executive Officer of Sawant & Co.
8. All inspections performed by Sawant & Co. are in compliance with international standards and methods (ISO, ASTM, IP) and follow local regulatory standards as set out by Pakistan Standards(PS). Sawant & Co. implement and practice compliance set out by trade associations and bodies such as IFIA, FOSFA, GAFTA. Additional services are provided under specific agreement/ order confirmation with the Customer.
9. If the Customer requests the analysis of samples by the Customer's or a third party's laboratory, Sawant & Co. will pass on the results but without any responsibility for their accuracy. Likewise, when requested to "Witness Analysis", our responsibility is solely to witness that the analysis is conducted on the correct sample. Customer agrees that Sawant & Co. is not responsible for the condition or operation of apparatus, instrumentation and measuring devices, and that Sawant & Co. accepts calibration data,





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reagents, etc. as presented, and will not be responsible for the accuracy of any results.

10. Stated product identification in any Sawant & Co. Quality or Quantity Report is, by necessity, based solely on information supplied by the Customer, and Sawant & Co. disclaims any responsibility for the accuracy of this information. Testing is performed against Customer supplied instructions and not to determine the identity or merchantability of the product.
11. If Sawant & Co. personnel are required to testify in any legal proceeding regarding any services performed by Sawant & Co., Customer agrees to pay Sawant & Co., while complying with such legal process, an hourly rate and expenses as provided by the prevailing rate schedule.
12. Sawant & Co. does not release or detain vessels or act as an intermediary for any party in this regard. The responsibility is that of the terminal, charterers and other interested parties.
13. For quality control and conformance to specifications, samples are tested by standard laboratory test methods. Multiple measurements of the same property of a specific sample by a given test method rarely give identical results. However, each result obtained has equal validity and cannot be arbitrarily discarded.
14. Sample retention as per Quality Policy based on commodity and quantity provided.