

BAKER ENGINEERING PTE LTD

PRODUCT LIMITED WARRANTY Standard Terms and Conditions

All items, components, equipment and/or products (collectively referred to as "Product") designed and manufactured by BAKER ENGINEERING PTE LTD ("BEPL") shall be subject to and limited to the following terms and conditions:

1. BEPL warrants that every new Product shall substantially meet and comply with the prevailing specifications published by BEPL ("Product Specifications") as of the date of purchase for a period of 12 months from commissioning or 18 months from date of delivery, whichever occurs earlier ("Warranty Period"). This warranty is, however, limited to the following conditions ("Warranty Conditions"):
 - (a) where any part of the Product becomes defective in material and workmanship during the Warranty Period;
 - (b) use of the Product complies with prescribed operating and servicing conditions issued by BEPL ("Conditions of Use"); and
 - (c) Product is returned to a BEPL designated facility.

PROVIDED THAT the Warranty Conditions are satisfied, BEPL shall, without charge, either repair or replace the defective part of the Product with a new or factory re-conditioned part in order that the Product shall comply with the Product Specifications at the time of purchase. If the Product is however required to be repaired at a location other than a BEPL designated facility, BEPL may make available a serviceman to travel to the location of the Product at no charge for actual labour or parts required for the repair except for charges for travelling time plus all expenses actually incurred including air ticket (if necessary), accommodation and lodging.

PROVIDE FURTHER THAT the foregoing shall be the sole and exclusive remedies available to the purchaser, user, and/or any third party of the Product (as the case maybe) arising from the failure or defect of the Product, including its component or part thereof. BUT IN NO EVENT shall BEPL be responsible or liable for any consequential or indirect loss or damages suffered (or may be suffered) by such purchaser, user and/or any third party as a result of the Product's failure or defect including its component or part thereof, regardless of the cause(s) of the action, whether in contract, tort (including negligence), strict liability or otherwise.

2. Notwithstanding paragraph 1 above, the Product Limited Warranty will not cover the following:
 - (a) any item, component, equipment and/or product in or within the Product that is not designed and/or manufactured by BEPL but BEPL shall extend and assign any warranty furnished by the manufacturer of the same for the benefit of the purchaser, user, and/or any third party of the Product (as the case maybe);
 - (b) defect, damage or deterioration due to normal use, wear and tear or exposure;
 - (c) normal maintenance services such as lubrication and field adjustment;
 - (d) replacement of service items such as, for instance, bearings;
 - (e) damage or defects due to misuse, abuse, alteration, negligence or accident; and
 - (f) damage or defects due to the repair of the Product other than by BEPL or an authorised serviceman.
3. The foregoing warranties and remedies are in lieu of all other warranties and remedies (except as to the heading title), whether express, implied or statutory, and BEPL makes no warranty of merchantability or fit for any particular purpose in respect of the Product.

4. For clarity, no employee, agent or representative of BEPL is authorised to change or revise any of the foregoing warranties in any way or grant any other warranty.