



棋峰國際(新)有限公司 CHEVON INTERNATIONAL (S) PTE LTD

No.30 Tuas Avenue 4 Singapore 639380 • Tel: (65) 6861 1812 • Fax: (65) 6861 1443
Email: sales@chevon.com.sg • Website: www.chevon.com.sg
Company Registration No. 199403711M

STANDARD WARRANTY TERMS

1. WARRANTY REMEDIES

If within a period of one year upon first usage or eighteen months upon delivery whichever occurs first, Buyer discovers defective workmanship or failure in the items supplied by Chevon, then Chevon shall promptly work out plan to repair or replace, at its option and as it deems necessary, without cost to the buyer, the items or materials in question and re-perform any defective work and buyer will provide at no cost to Chevon, all necessary equipments as required for such work.

The warranty shall only apply to defects that appear under normal operation and proper use, and provided that the Buyer has fully complied with Chevon's Installation, Operation and Maintenance Manual relating to installation, operation and maintenance of the Products

2. EXCEPTIONS

Mechanical breakdowns or failures resulting from the followings are excluded from warranty:

1. Accidents, negligence, misuse, abuse of the Products;
2. Any manner of tempering, modification and/or alteration to the Products not approved by Chevon authorized representative;
3. Corrosion, rusting due to ingress of chemical or corrosive solvents etc:- Any wearing away or wearing out of any part of the Products caused by or resulting from rust, boiler scale, other deposits, erosion, corrosion, cavitation or deterioration due to chemical or atmospheric conditions, or other scratching of painted or polished surfaces and other environmental conditions. Slowly developing, deformation, distortion, cracks, fractures, blisters, laminations, flaws or grooving or the making good of defective tube joints or other defective joints.
4. Usage of wrong electrical supply or voltage (for remote radiator);
5. Poor maintenance:-
 - application of any tool or process during the course of maintenance, inspection or overhaul; transportation to Buyer's factory;
 - the continued operation and failure to protect the Products from further damage caused by lack of necessary coolants or lubricants;
 - the imposition of abnormal conditions, directly or indirectly resulting from testing, intentional overloading or experiments;
 - Improper storage;
6. "Force Majeure" events such as fire, floods etc;





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7. Additional loss or damage which is occasioned by the Buyer or operator's failure to use all reasonable precautions to protect the Products from any further loss or damage after a mechanical breakdown or failure has occurred.

3. REASONABLE NOTICE ETC

The Buyer must give immediate notice of details of the mechanical breakdown or failure to Chevon by telephone or facsimile and send written confirmation of those details within forty-eight (48) hours of the breakdown or failure. Details shall include: the contract/PO/DO/item serial number, date of failure, service meter hours at time of failure, and description of failure. Chevon shall be given full opportunity of inspecting and remedying the defect or damage.

The Buyer must, if requested, provide Chevon with adequate photographic evidence of the affected parts, or preserve the parts affected, and make them available for inspection by Chevon, or its representative.

4. SOLE WARRANTY RESPONSIBILITIES

The warranty in Clause 1 and the implied warranties of merchantability and fitness of purpose shall be Chevon's sole warranty responsibilities to Buyer or Buyer's Customer and are given in lieu of all other warranties, express or implied.

5. LIMITATION OF LIABILITY

Notwithstanding any other provision in the Purchase Order or elsewhere to the contrary, in no event shall Chevon or its suppliers be liable, whether arising under contract, tort (including negligence), strict liability, or otherwise, for loss of time, inconvenience, bodily injury, property damage, loss of anticipated profits, loss by reason of plant shutdown, non-operation or increased expense of operation, service interruption, cost of purchased or replacement power, claims of buyer's customers, subcontractors of suppliers, cost of money, loss of use of capital or revenue, loss of business, loss of reputation or for any special, incidental, indirect or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

6. MAXIMUM LIABILITY

Notwithstanding any provision in the Purchase Order or elsewhere to the contrary, Chevon's maximum liability arising at any time from any cause whatsoever, whether in contract, tort (including negligence) strict liability or otherwise, shall not exceed the purchase price of the item.

7. WARRANTY PROCEDURE

Repair

Failure -> Inform Chevon with the details - repair by local vendors (with Chevon approval)/repair by Chevon staff. If the item is out of Singapore, Buyer shall provide all transport and lodging and equipment necessary for the repair work to be carried



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out. If the repair is done by local vendor and confirmed that it is a manufacturer's defect, Chevon will then reimburse the Buyer the cost of repair of the item only.

Replace

Failure -> Inform Chevon with the details -> item not able to be repaired by local vendor / Chevon staff -> Replacement.

The replacement process includes the Buyer purchase a new item from Chevon. Upon installation of the new item, the defective item shall be sent back to Chevon for failure analysis. If it is confirmed that it is a manufacturer's defect, Chevon will then reimburse the Buyer the cost of the new item only.

