

## **WARRANTY**

The warranty period for goods is within 3 years from the date of BL/AWB.

Within the Warranty Period and subject to the conditions set forth in the Contract, should any broken, damages, defects be caused to the Goods by quality of Goods and for reason attributable to the Seller, Seller shall be responsible for the elimination of the defects or replacing the defected Goods and the cost of such elimination or replacement shall be on the Seller's account. Subject to the conditions set forth in the Contract, if Seller fails to perform the foregoing obligation by either eliminating the defect or replacing the defected Goods, Buyer shall have the right to claim for the direct and documented costs incurred by the Buyer for rectification of the defects, if the rectification has been done by the Buyer.

In case the Goods need to be repaired / replaced within the warranty period, the execution time shall be the minimum reasonable required time from the Supplier and Buyer's approval date for the repair/ replacement. In case the Goods are to be imported, the time for troubleshooting shall be based on the importing time accordingly.

Any claim or request for intervention under Warranty Period must be made in writing within 72 hours from when the defect or failure becomes apparent to the Buyer and the Buyer shall enable the Seller or his representatives to carry out the necessary inspections and repairs. In this connection the Buyer shall make available all the Goods and auxiliary personnel that the Seller's representatives may require, as well as any accessory work that Buyer could arrange in their ability.

The Seller shall be relieved of its obligations under this Warranty to the extent that:

- The Buyer has modified the machines or has used parts and components acquired from third parties without the Supplier's written consent; or
- Any defects in the Works are attributable to defective or non-conforming materials, workmanship supplied by the Buyer or any other third party, or by improper use, improper or insufficient maintenance of the equipment by the Buyer (including but not limited to excessive loads, unsuitable raw materials, polluted water), or due to the Buyer's non-compliance with the supplier's instructions or annuals; or
- The defect or the damage to the Goods has occurred during transit, or is due to improper storage, unloading, handling or operation by the Buyer, when transit, storage, unloading, handling or operations were carried out or were in any event under the responsibility of the Buyer; or
- The defect or non-compliance is due to wilful misconduct of Buyer; or
- The Buyer has failed to handle, install, operate and maintain the Goods strictly in accordance with the instruction manual of Seller.
- In addition, the Supplier's obligation under the Warranty shall not be enforceable during any period in which there is delay or disruption in payments of the Contract Price for any reason.
- Wear and Tear parts are excluded from warranty.