



MTQ ENGINEERING PTE LTD  
(Herein called "The Company")

## TERMS AND CONDITIONS OF SALES AND SERVICES

The Company warrants to the Customer that the services performed and the equipment, materials, and components furnished hereunder are free from defects in material or workmanship.

If the services performed or equipment, materials and components furnished hereunder do not meet the above warranty and if the Customer promptly notifies the Company, the Company shall thereupon correct any defect, including non-conformance with the specifications, either (at its option) by repairing or by replacing at its factory the defective work, equipment or component

This warranty shall apply only to the defects appearing within 6 months from the date of completion of the work by the Company and provided further that the obligation of the Company arising hereunder shall not arise unless full payment has been made for the services rendered and the goods supplied.

The liability of the Company under this warranty, or for any loss or damage to the equipment whether the claim is based on contract or negligence, shall not in any case exceed the cost of correcting defects in the work, equipment or components furnished as herein provided and upon the expiration of the warranty period all such liability shall terminate. The foregoing shall constitute the exclusive remedy of the Customer and the exclusive liability of the Company.

The foregoing warranty is exclusive and in lieu of all other warranties, whether written, oral, implied or statutory, UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, THE COMPANY DOES NOT WARRANT THE MERCHANTABILITY OF THE EQUIPMENT, MATERIALS AND COMPONENTS FURNISHED OR OF THE EQUIPMENT AS REPAIRED, MODIFIED, INSPECTED, TESTED, MAINTAINED OR RENTED, OR ITS OR THEIR FITNESS OR SUITABILITY FOR ANY SPECIFIC APPLICATION OR USE, nor shall the Company be liable for any loss or damage whatsoever by reason of its failure to discover, report, repair or modify latent defects or defects inherent in the design of the equipment, materials and components. The Company does not warrant any equipment materials or components of other manufacture designated by the Customer.

The Customer may from time to time carry out tests on completed works to ascertain the existence or extent of any defect in the completed work. The results of such tests shall not bind upon the Company unless the conditions of testing have been mutually agreed upon by the parties. For this purpose the Customer shall give written notice to the Company of its intention so as to carry out such tests and the Company shall have the opportunity of being represented during the conduct of the said tests.

If the Company is required under terms of the warranty herein before stated to carry out repairs and/or replacements, the Customer shall at its own costs, arrange for the carriage and transport of the works requiring repair or replacement to the site and after completion, arrange for transport of the said works back to the Customer's location.

In the event the Company is called upon by the terms of the aforesaid warranty to carry out further repairs or make replacements at its option and should any of these repairs be subsequently discovered to be unnecessary or outside the scope of this Agreement, the Company shall be entitled to be paid by the Customer for the cost of executing such repairs together with all expenses incurred in investigating the complaint and the cause thereof.

### PATENTS

The Company assumes no obligation to the Customer with respect to patent risk

### DELIVERY

Completion dates are approximate only, and are based upon prompt receipt of the equipment, or ready access to it if it is to be worked on at the Customer's premises, and prompt receipt of any necessary information. Unless otherwise agreed, all shipments are ex the Company's plant.

The Company shall not be liable for delays in delivery order performance or failure to manufacture or deliver, due to (1) causes beyond its reasonable control, or (2) acts of God, acts of the Customer, acts of civil or military authority, priorities, fires, strikes or other labour disturbances, floods, epidemics, war, riot delays in transportation or (inability on account of causes beyond its reasonable control to obtain necessary labour, materials, components or manufacturing facilities, the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay

### Goods and Services Tax

The applicable Goods and Services Tax ("GST") shall be charged by the Company in accordance with the provisions of the Singapore Goods and Services Tax Act, Chapter 117A ("GST Act"). Where the supplies of goods and services are treated as zero-rated as defined under the GST Act, the Customer shall (i) inform the Company its intention to export in writing before any commencement of work; and (ii) at the point of export of the goods, submit the relevant documents (including but not limited to the export documents as required by the GST Act) to the Company within the time frame required under the GST Act, failing which the Company reserves the right to levy the applicable rate of GST on the value of goods and services supplied, together with any additional costs or fines that IRAS may impose on the Company arising from the failure of submission of the relevant documents required under the GST Act by the Customer, to the Customer. The submission of the necessary documentations by the Customer is a condition that the Customer expressly agreed to.

### TITLE

All scrap resulting from the work shall be the property of the Company, and title to all rental equipment shall remain in the Company. The title and right of possession of equipment repaired, modified, inspected, tested, or maintained under this contract shall remain with the Customer, subject to any applicable lien rights of the Company and to its right of sale in the event of non-payment as provided in the preceding paragraph.

### EXCLUSION AND LIMITATION OF LIABILITY

The Company shall undertake the management of the works to the best of their ability but the Company shall not be liable to the Customer for any loss, damage or injury whatsoever caused by or arising from the acts, defaults, omissions or negligence of its subcontractors, agents or suppliers or any third party.

The Company shall not be liable to the Customer for any loss, damage or destruction of the Customer's equipment whether at the Customer's premises, while in transit or at the Company's premises if such loss, damage or destruction is caused or occasioned by theft, fire, lightning, earthquakes, flood, tempest, riot or by any other act, omission or circumstance over which the Company has no control.

The Company's liability, if any, on any claim including negligence, for any loss or damage shall in no case exceed the portion of the contact price allocable to the equipment or unit thereof which gives rise to the claim and shall terminate one year after the completion of installation of the equipment.

In no event, whether as a result of breach of contractor warranty or alleged negligence, shall the Company be liable for special or consequential damages including, but not limited to, loss of profits or revenue, loss of use of the equipment or any associated equipment cost of capital, cost of substitute equipment, facilities or services, downtime costs or claims by third parties against the Company for such damages.

Upon the completion and submission of the inspection report to the Customer, pending the final work scope confirmation, the Customer bears all risks of loss, or damage to, the goods while they are stored in the Company's premises. The Company reserves the right to impose charges for the handling and storage or advise removal of the materials from the Company's premises if the materials are stored beyond a reasonable time.

### GENERAL

No understanding, promise or representation, and no waiver, alteration, or modification of any of the provisions hereof, shall be binding upon the Company unless assented to in writing by an authorised representative of the Company

### PAYMENTS

The Company at its option may retain possession of equipment repaired, modified, inspected, tested, maintained or serviced until its charges for such services are paid. If such charges are not paid within 30 days following completion of the work and invoicing the Customer, the Company may, upon not less than 7 days' written notice by registered post to the Customer at the Customer's last known address, sell the equipment at public or private sale and apply the net proceeds to the Customer's charges.