

INTERNATIONAL DISTRIBUTION EQUIPMENT WARRANTY, REPAIR AND RETURN PROCEDURE FOR HORIZON PRODUCTS SOLD OUTSIDE SINGAPORE

This warranty shall apply to HORIZON products, and supplied to Buyer for use outside Singapore by Survey Instruments Services P L (SIS).

1. “WARRANTY” as applicable.

WARRANTY. The warranty period for HORIZON manufactured products is one (1) year from date of receipt by the Distributor (the “Warranty Period”).

During the Warranty Period and subject to the limitations herein, SIS warrants that HORIZON Products manufactured and supplied to any Distributors under a Purchase Order shall be free from defects in materials and workmanship and will conform to applicable specifications and drawings. This warranty is not transferable. SIS's liability herein, whether based upon breach of warranty or contract or negligence in manufacture, shall be limited to repair or replacement of the defective item to the Distributor at SIS's election of all such defective or nonconforming items, provided that this warranty shall apply only where Distributor has given SIS written notice of such defects or nonconformity within the applicable Warranty Period after delivery by SIS of such items to Distributor. In no event shall SIS's total liability hereunder exceed the price paid by Distributor to SIS for such item. SIS shall have the right prior to return to inspect at Distributor's facility any items claimed to be defective or nonconforming. The foregoing constitutes the sole and exclusive remedy of the Distributor and exclusive liability of SIS AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED OR STATUTORY AS TO MERCHANTABILITY, FITNESS FOR PURPOSE SOLD, DESCRIPTION, QUALITY, PRODUCTIVENESS OR ANY OTHER MATTER. Without limiting the foregoing, in no event shall SIS be liable to Distributor for any incidental, special, punitive, Exemplary or consequential damages experienced by either Distributor or a third party (including, but not limited to, loss of data or information, loss of profits, or loss of use). SIS is not liable for damages for any cause whatsoever (whether based in contract, tort, or otherwise) in excess of the amount paid for the item.

2. RETURNS.

Repair of all defective or malfunctioning Products by SIS will be made at a location determined solely by SIS. Return authorization must be sought, and subsequently obtained from SIS via written instructions prior to return of any items, including those for repair.

3. SHIPPING AND HANDLING CHARGES.

SIS would bear all freight and handling charges for equipment returned due to failure and beyond repair capabilities of the distributor, reported within 14 days of the Distributor receipt of the goods, provided that the return is pre-agreed (Please see above, Paragraph 2 of this agreement). From the 15th day of goods receipt to the 12th month of the same, The Distributor shall pay the cost of shipping the Products from Distributor's facility to SIS premises. SIS will return repaired or replacement equipment to Distributor's port of entry Delivered Duty Unpaid (DDU port of entry INCOTERMS 2000), meaning that SIS will pay shipping expense to port of entry; however, Distributor shall be responsible for delivery from port to final destination, fulfillment of Customs requirements, if any, and payment of any applicable Customs duties, importation fees, VAT, or other like charges.

4. REPAIR CHARGES.

In-warranty repairs will be made at no charge to Distributor provided that failure is not due to misuse, mishandling, or act of God. The costs of out-of-warranty repairs including return shipment are subject to a charge as quoted by SIS. Distributor's acceptance of these charges is necessary before repairs will be made. Return shipping shall use the most economical shipment means available. Upon request of the Distributor, SIS will use other means of shipment, in which case Distributor shall pay the cost of shipping directly.

5. AUTHORIZED REPAIR OF PRODUCTS

Only distributors approved by SIS as HORIZON repair centres are authorized to service, repair or otherwise attempt to fix any HORIZON equipment. Repairs, attempts to repair, or other tampering done on HORIZON equipment without proper authorization would null and void all benefits given to the distributor in this agreement.

6. ALTERATION TO EQUIPMENT PURCHASED.

Modification or alteration to purchased Products by anyone, other than that specifically authorized by this Agreement or by SIS, shall VOID AND NULLIFY, in its entirety, all warranty provisions set forth in the warranty paragraph above. SIS reserves the right to upgrade and modify product items ordered without prior approval or notification to Distributor and without incurring any obligation or liability to make the same or similar changes in items previously manufactured.

7. DATA RIGHTS

Rights to any intellectual property residing in the products or any data furnished Hereunder are not granted except by specific written permission by an authorized representative of SIS. Distributor shall have no right to copy or reproduce in whole or part any data furnished hereunder without the prior written consent of SIS.

8. EQUIPMENT RETURN PROCEDURE

- a. Contact SIS via email/fax/mail, with **written** intent to return goods. Include in the email the description of goods, quantity, nature of defect and goods receipt date.
- b. Await written approval from SIS for the return.
- c. Return equipment, packed for shipping, to SIS, using a shipment method specified by SIS. If distributor ships goods by any means other than the SIS specified channel, the cost of freight and handling shall be borne by the distributor.
- d. Provide return shipping address, a list of items returned by model number and serial number (where applicable) on a memo to be included in the return package
- e. Provide all relevant shipping documents, (Airway bill, Bill of Lading, Packing list and invoice etc) Failure to provide a complete set of documents may result in unnecessary delay in the return process.
- f. Address all inquiries, correspondence, and returned equipment to SIS.

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