
GENERAL WARRANTY (Supply of Goods)

Copper & Brass Radiator Products

1. Definitions

- “Perfex entity” means any of the below:

Perfex International Pte Ltd

Perfex Heat Transfer Sdn Bhd

Perfex Radiators Pte Ltd

- “**Manufacturer**” refers to the Perfex entity identified in the applicable purchase order or supply agreement as having contractual responsibility for the manufacture and supply of radiator products made of copper, brass, or mixed alloys, along with related supplies and accessories
- “**Goods / Product(s)**” means copper-brass radiators and associated components or supplies manufactured by Manufacturer.
- “**Buyer**” means the purchaser of the Products, whether distributor, OEM, dealer, or end-user.
- “**Warranty Period**” means the period specified in Clause 3.
- “**Normal Operating Conditions**” means operating conditions strictly in accordance with Manufacturer’s technical specifications, manuals, drawings, and data sheets.

2. Nature of Warranty (Strictly Limited)

This warranty is:

- Applicable for Supply of Goods only
- Not applicable for Services nor replacements
- **Strictly limited**
- **Non-transferable**
- **Commercial (B2B) only**
- **Exclusive**, and replaces all other warranties



PERFEX INTERNATIONAL PTE LTD (Bus. Reg. No. 199900113R)

71, TECH PARK CRESCENT, TUAS TECH PARK, SINGAPORE 638072 TEL: (65)

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Email: sales@perfex.com.sg

Website: www.perfex.com.sg

(100% Subsidiary of IPS Perfex Holding Pte Ltd)



This warranty **does not extend to consumers** and shall not apply where consumer protection legislation applies mandatorily.

3. Warranty Period

Unless otherwise agreed in writing:

- **Standard Products:**
Twelve (12) months from the date of delivery.
- **OEM / Distributor Sales:**
Twelve (12) months from the date of commissioning **or** eighteen (18) months from delivery, whichever occurs first.

Under no circumstances shall the Warranty Period be extended, renewed, or restarted due to repair, replacement, or downtime.

4. Scope of Warranty Coverage

Manufacturer warrants only that:

The Products shall be free from **defects in material and workmanship directly attributable to Manufacturer** under Normal Operating Conditions during the Warranty Period. The determination of defect cause shall be made solely by Manufacturer based on Technical inspection. Burden of Proof rests with Buyer.

This is a **repair-or-replace warranty only**.

5. Buyer's Obligations (Strict Conditions Precedent)

Warranty claims shall be valid **only if all conditions below are met**:

- a. Written notice of defect must be given within 7 days of its discovery, and such discovery must occur during the Warranty Period
- b. Proof of purchase and full product serial number provided



- c. Proof that the supplied product is operating within specified normal operating parameters
- d. Manufacturer given reasonable opportunity to inspect the Product
- e. Proper installation, operation, maintenance, and use demonstrated
- f. Commissioning records submitted (where applicable)
- g. Defective parts returned within thirty (30) calendar days (if requested)

Failure to comply with any condition voids the warranty claim automatically.

6. Manufacturer's Sole Remedy

If a valid defect is confirmed, Manufacturer shall, **at its sole discretion**:

- Repair the defective Product, **or**
- Replace the defective Product with a comparable product or part

Manufacturer reserves the right to offer commercial settlement in lieu of repair/replacement without admission of liability.

All repairs or replacements are **ex-works / ex-factory**.

Replacement products or parts inherit only the **remaining portion** of the original Warranty Period.

7. Costs & Logistics (Buyer Responsibility)

Unless expressly agreed in writing:

- All shipping, handling, insurance, duties, and transport costs are borne by Buyer
 - Installation, removal, re-installation, and commissioning costs are borne by Buyer
 - On-site service (if approved) is chargeable in full, including travel and labour
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8. Exclusions (No Coverage)

This warranty **does not cover** any failure or damage arising from, including but not limited to:



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1. Improper installation or commissioning
2. Use outside technical specifications
3. Corrosion, erosion, cavitation, electrolysis, or chemical attack
4. Incorrect coolant, contaminated water, or inadequate antifreeze
5. Dry running, overheating, blockage, or pressure spikes
6. Vibration, misalignment, or structural stress
7. Voltage fluctuations exceeding $\pm 5\%$ of rated voltage
8. Acts of God, fire, flood, lightning, accident, vandalism
9. Fair wear and tear or cosmetic deterioration
10. Repairs or modifications without Manufacturer's written approval
11. Third-party components not manufactured by Manufacturer

9. Third-Party Products & Components

Manufacturer provides **no warranty** for components, accessories, or materials supplied by third parties.

Any applicable third-party warranty is passed through **without responsibility or liability** to Manufacturer.

10. Absolute Exclusion of Liability

To the **maximum extent permitted by law**, Manufacturer shall **NOT be liable** for:

- Loss of profit or revenue
- Loss of production or downtime
- Loss of use of equipment or vehicles
- Business interruption
- Claims from third parties (including end users or customers of Buyer)
- Incidental, indirect, special, or consequential damages

⚠ Total liability of Manufacturer, whether in contract, tort, negligence, or otherwise, shall **never exceed the original purchase price of the defective Product**.

11. Third-Party Claims Indemnity



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Buyer shall **fully indemnify and hold harmless** Manufacturer, its directors, officers, employees, and agents from any:

- Third-party claims
- Product liability claims
- Personal injury claims
- Property damage claims

arising from use, installation, resale, integration, or modification of the Products.

12. No Management or Personal Liability

Nothing in this warranty shall impose any personal liability on:

- Directors
- Officers
- Managers
- Employees
- Representatives

Claims may only be brought against the Manufacturer as a corporate entity.

13. No Reliance on Statements

No oral or written statements, representations, or advice by Manufacturer's employees or agents shall constitute a warranty unless expressly set out in this document.

Buyer acknowledges it has **not relied on any representation not expressly stated herein**.

14. Force Majeure

Manufacturer shall not be liable for failure or delay in performance caused by events beyond reasonable control, including but not limited to acts of God, war, strikes, pandemics, supply chain disruptions, or governmental actions.



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15. Governing Law & Jurisdiction

This warranty shall be governed by and construed in accordance with the **laws of Singapore**.

The courts of Singapore shall have **exclusive jurisdiction**.

16. Entire Agreement & Severability

This document constitutes the **entire warranty agreement**.

If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17. Exclusion of Buyer Terms

This warranty shall apply notwithstanding any conflicting or additional terms proposed by Buyer in any purchase order, acknowledgement, or other document.

Manufacturer expressly rejects all such conflicting or additional terms unless expressly agreed in writing by an authorised representative of the Manufacturer.

The acceptance or performance of any order by Manufacturer shall not be deemed acceptance of any such conflicting or additional terms.



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