

# NEXEN PRODUCT WARRANTY & EXCHANGE POLICY

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## **A. Warranty Coverage (the “Warranty”)**

1. Seiho Machinery & Electric Co Pte Ltd (the “**Seller**”) warrants to the end-user (“the **Customer**”) that the following:
  - (a) Nexen E-Bar (All Series) and Nexen Lite (“**Nexen E-Bar**”);
  - (b) Nexen Adaptors and accessories (“**Nexen Accessories**”); and
  - (c) LED components within Nexen Accessories  
(collectively, the “**Product**”)shall be free from defects in materials and workmanship under normal use.
2. The warranty period (the “**Warranty Period**”) for the Products are as follows:
  - (a) Three (3) Years for the Nexen E-Bar(All Series) from the date of purchase.
  - (b) Three (3) Year for the Nexen Accessories from the date of purchase excluding LED light components;
  - (c) One (1) Year for LED light components found within Nexen Accessories
3. The Warranty is only valid for Products sold or distributed by authorized dealers and retailers found on our website.

## **B. Warranty Claim Procedure**

4. All claims for warranty service must be made in writing to the Seller within the Warranty Period and be accompanied by valid supporting documents (e.g. an original dated proof of purchase or an invoice issued by the Seller). All claims shall be granted at the Seller’s discretion.
  - (a) For Nexen E-Bars that have been installed on a surface or within recessed furniture, do please contact the Seller via the customer service hotline (+ 65 9819 6852 or +65 8128 1104) and please provide information on the defect. The Seller will then schedule an appointment for the Seller’s professional technical team to assess the Nexen E-Bar on site. A transport fee will be incurred at the prevailing market rate.
  - (b) For Nexen Accessories, the Customer shall be responsible for all shipping and handling charges incurred for the return of the Nexen Accessories to the Seller. The Seller will not be liable for any damage arising from faulty packaging.
5. The Seller will then assess the Product and will revert to the Customer within 5 Business Days. If a hardware defect arises and a valid claim is received by the Seller within the Warranty Period, the Seller will at their discretion will either:
  - (a) repair or restore the original functionality of the Product;
  - (b) replace the Product with a new Product, or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original Product (a “**Refurbished Product**”);
  - (c) replace the Product with a new or Refurbished Product of equivalent value at the time the defect was reported and made known to the Seller;
  - (d) impose a fee for servicing and spare parts where the Seller determines that the defect is excluded from the Warranty as per Clause 8; or
  - (e) impose a product replacement fee where the Seller determines that the Product cannot be repaired.
6. Where the Product has been repaired or restored pursuant to Section 5(a) to 5 (c) and where the Warranty Period has not elapsed, the Customer would be entitled the remaining Warranty

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Period.

## **C. Exclusions and Limitations**

7. Customers who have bought the Products sold by 3<sup>rd</sup> parties will have to approach them for warranty claims.
8. The Warranty shall exclude:
  - (a) damage arising out of normal wear-and-tear,
  - (b) damage caused by accident, abuse, misuse, neglect, improper installation and/or failure to follow instructions relating to the product's use,
  - (c) damage caused by flood, fire, earthquake, power changes, other hazards and/or acts of God,
  - (d) damage caused by operating the Product outside the range of permitted or intended uses prescribed by the Seller,
  - (e) damage caused by service carried out by anyone who is not a representative of the Seller,
  - (f) damage caused by unauthorized attempts to open, repair and/or modify the Product, and
  - (g) damage caused by the use of incompatible products with the Product.
9. Except as provided in this Limited Warranty and to the extent permitted by law, the Seller's liability is limited to direct damages. The Seller shall not be liable for all indirect, punitive, special, consequential, or incidental damages, and damages and losses such as loss or corruption of data or business information, damages to data base(s), loss of profits, loss of use, or loss due to downtime or interruption of business, even if the Seller is advised of the possibility of such damages and losses, and regardless of whether such damages and losses had been within the Seller's contemplation (whether actual, reasonable, subjective, objective, or otherwise).
10. In no event shall any recovery against the Seller exceed the actual price paid for the purchase of the Product.