

Warranty Policy

This warranty is made between Delta Hydraulics Pty Ltd (hereafter referred to as “The Company”) and the purchaser, consumer or buyer of products or services from the company (hereafter referred to as “The Purchaser”) and no oral representations, warranties or guarantees, other than this warranty shall be binding upon the company.

1. No oral representation, warranty or guarantee by any agent of manufacturer, seller or agent of the company shall be binding upon the company except as expressed in this warranty.
2. No provision, clause or part of this warranty may be amended, modified or extended except by written agreement executed by the company and approved by the Sales Administrator, a Director, Accountant or legal representative of the company.
3. This warranty will apply only in respect of products and services the purchaser has contracted with the company to provide. It is the company’s policy to improve its products and services whenever possible and practical to do so and whilst the company will endeavour to maintain improvements and modifications at any time without the obligation to make such changes, improvements and modifications on any product or equipment sold previously.
4. The company shall in no event, be liable for labour or freight charges or for consequential or incidental damages including, but not limited to, injury to any person or persons or property of the purchaser or any other party or parties property, machine down time, and losses and expenses incurred by the purchaser arising from the use of the company’s products and/or services. In no circumstances will the company’s liability be greater than (at the company’s choice) the cost of supplying the product or service again.
5. Consistent with the company’s commitment to provide specialist products and services, no warranty is given either express or implied, as to merchantability, fitness for purpose, or otherwise when the purchaser directs the company to either provide a product or service that would otherwise not be recommended by the company.
6. Any claim made pursuant to this warranty should be made on the Delta Hydraulics Pty Ltd the Product Repair Advice system described in the warranty claim process for customers at Section 13 of this Policy. The product returned pursuant to this warranty claim and verified by our examination will be repaired or replaced free of charge. Any additional parts or labour required to rebuild or replace (not covered under our warranty) will be charged by agreement to the purchaser.
7. No warranty is given in respect of products sold where an existing manufacturers warranty may apply.
8. The company shall not be liable whatsoever for plans, drawings or specifications of any other party or parties that themselves do not meet the purchasers requirements including but not limited to being fit for the purpose.
9. This warranty does not in any way affect any right the purchaser may have under any existing statute which cannot be excluded.
10. The following warranty is given by the company subject to the above paragraphs, in respect of services or repair:

- a. The company warrants against defects in workmanship for a period of three months from the date of the company invoicing the purchaser.
 - b. No materials other than those sold by the company pursuant to an agreement to repair are covered by this warranty.
 - c. No warranty is given for any period where products are not installed, used or operated as per the company's express instructions.
 - d. In this clause the term repair also includes machining, tooling or any other process that involves working on part or parts of machinery not wholly owned by the company
 - e. The warranty is not extended in the circumstances where any other person or persons without express authorisation obtained from the company have attempted to modify, service or repair the item or product, save and except when to do otherwise would be likely to cause injury or damage to persons or property.
 - f. Nothing in this clause is intended to in any way detract, exclude or limit the operation or application of any other provision of this warranty.
11. The following warranty is given by the company subject to the above paragraphs, in respect of products sold or manufactured by the company:
- a. The company warrants against defects in workmanship and material for a minimum period of twelve months from date of the company invoicing the purchaser.
 - b. No warranty is given for any period where products are not installed used or operated as per the company's express instructions as provided by verbal instructions, and/or the company's Product Manuals and Product Bulletins.
 - c. The warranty is not extended in the case where any other person or persons without express authorisation obtained from the company have attempted to modify, service or repair the item or product, save and except when to do otherwise would be likely to cause injury or damage to persons or property.
 - d. Nothing in this clause is intended to in any way detract, exclude or limit the operation or application of any other provision of this warranty.



13 Warranty claim process for customers:

1. Customers wishing to return products for claim, under the Delta Hydraulics Warranty Policy, should complete the Product Repair Advice form located on the Delta Hydraulics website at <http://www.delhyd.com.au/products/repair/>. Entering as much information as possible to this form greatly assists the processing of claims.
2. The Product Repair Advice may be completed by Delta Hydraulics personnel on behalf of the customer. This will be based on information communicated by the customer.
3. On receipt of the Product Repair Advice Form, a Quality Assurance representative will contact you to discuss the information provided and possible remedial action. Only as a result of this discussion will the goods be approved for return and inspection.
4. Products that have had attempted repairs or been dismantled by parties other than Delta Hydraulics, without written approval from Delta Hydraulics, will not be considered for claims under warranty.
5. On disassembly of the product at Delta Hydraulics, an Inspection Report will be completed detailing the findings. This is completed by Assemble and Quality personnel.
6. The Quality Assurance representative will complete a Product Repair Report based on all of the information available. This report will detail findings, any required repair work or rework and the status of the warranty claim. The Product Repair Report is provided to the customer if requested.
7. For approved claims, Delta Hydraulics will repair the product to specifications as detailed by Delta. Should the product be unrepairable, a replacement will be supplied, FIS Delta Hydraulics Pty Ltd., Devonport, Tasmania.
8. For rejected claims, a copy of the Product Repair Report, containing a detailed cost to repair the product, will be forwarded to the customer for their action. On receipt of the official order from the customer, the product will be repaired and returned to the customer, FOB.

Should you have any queries regarding the Warranty Policy please contact Delta Hydraulics.

Rev #	Revision Details	Author/ Editor	Approver	Date
0	Original		J.F. White	03/05/2002
1	", or for repair by parties other than Delta Hydraulics via provision of a purchase order from Delta Hydraulics. We will not pay for work carried out without our written approval." added to item 2. "(or the approved repairer)" added to item 5.		D. Richards	23/11/2005
2	Added to updated QMS			17/06/2015
20150923	Warranty Advice references changed to Product Repair system IAW PRO110. Customer process moved from attachment to section 13. Freight references changed to FIS & FOB	G Colgrave J Bresnehan	J.F. White	23/09/2015