



Product Warranty for Battery product

Warranty

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

1. Delta Energy Systems (Australia) Pty Ltd (hereafter referred to as “Delta”) shall grant a warranty exclusively to the following Battery product for a period of 10years or any additional warranty period given by Delta from the date the product was installed:
 - a. BX6.3_DD;
2. During the warranty period, Delta’s sole obligation and liability under this warranty is limited to replacing the defective product in the event that a ‘major failure’ occurs.
3. For the avoidance of doubt, this warranty applies to the battery product itself.

‘Major Failure’

4. A ‘major failure’ occurs in the following circumstances:
 - a. When the product is sold by description and the product delivered to the consumer does not correspond with that description;
 - b. When the product is sold by sample and the product delivered to the consumer does not correspond with that sample;
 - c. When the product is not of merchantable quality and Delta is unable to repair the defect in the product within a reasonable time;



- d. When the consumer makes known to Delta the particular purpose for which the product is required and the product is not fit for such purpose and Delta is unable to repair the defect in the product within a reasonable time;
 - e. When the product is unsafe for use.
5. In the event that a 'major failure' occurs and Delta is notified within sixty (60) days from the date of installation of the product, the customer is entitled to receive a new replacement product. When applying for a new replacement product, the consumer must provide documentation that evidences the date the product was installed. Relevant documentation will include original invoice paper(s) and a 'Certificate of Electrical Safety'. In the event that a 'major failure' occurs and Delta is notified after sixty (60) days from the date of installation of the product, the consumer is entitled to have the product replaced by comparable goods.
6. A non 'major failure' occurs when the product does not comply with the product manual supplied with the product (which may also be made available by Delta on its website at the following web address: <http://delta-es.com.au/> or as otherwise notified by Delta) but does not otherwise result in a 'major failure' of the product.
7. In the event that the product is replaced, the warranty will pass to the replacement product and the warranty period will be applied from the original product's date of installation.

Procedure in the event of a warranty claim

8. In the event that a 'major failure' occurs during the warranty term, the customer must notify Delta in writing. The following is required from the customer to prove that a warranty claim exists:
- a. The customer must submit to Delta a proof of purchase of the product in the form of a tax invoice or purchase receipt and also a copy of the warranty certificate supplied with the product (if applicable);
 - b. The identification label on the product must be legible to Delta employees or third party repairers;
 - c. The customer must report the failure of the product to Delta's service contact at Delta Energy Systems Pty Ltd by:
 - i. Phone Delta's service line 1300 335 823 and describe the nature of the failure;
 - ii. Email solarsupport@deltaww.com provide a brief description of the failure; or
 - iii. Submit a replacement request on the service website: www.delta-es.com.au



- d. The original product should be correctly packaged for return transport which is organised by Delta. Delta shall bear all reasonable transport costs if the warranty claim proves to be justified.
- 9.** Delta reserves the right to not comply with this warranty if the customer fails to comply with the requirements of clause 8 herein. Delta reserves the right to charge the customer or the contractor for the replacement product at market price, if:
- a. the original product which has been replaced is not returned to Delta within thirty (30) days;
 - b. the original product which has been replaced is returned in an improper package that causes additional damage to it;
 - c. the original product was replaced without firstly troubleshooting with a Delta Technician and after the product is returned and tested with no defect found;
- 10.** Delta shall not be liable and the customer shall have no rights or benefits under this warranty if any of the following circumstances apply:
- a. Damage was caused to the product during transportation of the product by the customer or the contractor (being a qualified registered electrical engineer or registered electrical contractor in a State or Territory of Australia who is proficient in the installation of the product and who was engaged by the Customer),
 - b. Incorrect installation or commissioning of the product by the customer or the contractor
 - c. The customer or the contractor failed to comply with the installation, maintenance and operational requirements of the product as stipulated in the product manual,
 - d. Damage was caused by modifications, changes or attempted repairs made by the customer or the contractor,
 - e. Incorrect use or inappropriate operation of the product by the customer or the contractor outside of the terms of the product manual,
 - f. Insufficient ventilation or storage which does not meet requirements set out in the product manual,
 - g. The customer or the contractor failed to observe applicable safety regulations in the country in which the product is installed and operated,
 - h. Force Majeure (i.e. any event outside the control of Delta including but not limited to lightning, overvoltage, storm, fire, flood and tempest), or
 - i. Damage to the exterior or casing of the product which does not influence or affect the operation of the product, or the supply of energy from the product.



Miscellaneous

11. Subject to clause 13, this warranty is the complete warranty for the product and supersedes all other warranties and representations regarding the product made by Delta and its related bodies corporate (as this term is defined in the Corporations Act 2001 (Cth)) or their Local Agents. For the avoidance of doubt, Delta makes no other warranties to the customer, either express or implied with respect to the products.
12. The benefits under this warranty are in addition to other rights and remedies available to the customer under Victorian law.
13. Delta hereby reserves the right to amend the terms of this warranty in the circumstances where such amendments will (a) enable Delta to offer enhanced warranty services to customers, (b) enable compliance with legislative, regulatory or other changes at law, or (c) if technology changes require consequential changes to these terms. Once a new warranty version has been released, the older versions are overwritten by the latest warranty version. The customer is accordingly advised to view the most updated warranty at the following web address:
www.delta-es.com.au

Law and Jurisdiction

14. The validity, construction and performance of this warranty shall be governed by the laws of Victoria and any dispute arising or in any way connected with the subject matter of this warranty shall be subject to the laws of Victoria. In the case of proceedings issued by the consumer against Delta, such proceedings shall be subject to the exclusive jurisdiction of Victorian courts only.