

DELTA ELECTRONICS (THAILAND) PUBLIC CO., LTD. (“Delta”) –
Warranty for Delta Products

1. Our products come with guarantees that cannot be excluded in the Australian Consumer Law. You are entitled to a replacement of the product or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the products repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure (see clause 2).
2. A ‘major failure’ occurs where:
 - a. the product acquired by the customer would not have been acquired by a reasonable consumer fully acquainted with the nature and extent of the failure; or
 - b. the product departs in one or more significant respects from description or sample if supplied by description or sample; or
 - c. the product is substantially unfit for a purpose for which products of the same kind are commonly supplied and they cannot, easily and within a reasonable time, be remedied to make them fit for such a purpose; or
 - d. the product is unfit for a disclosed purpose that was made known to Delta or a person who made any prior negotiations before the purchase was made and the cannot, easily and within a reasonable time, be remedied to make the product fit for such a purpose; or
 - e. the product is not of acceptable quality because it is unsafe.
3. The product when presented for repair may be replaced by refurbished goods of the same type rather than being repaired as is the custom of Delta.
4. A ‘non-major failure’ occurs where 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://www.solar-inverter.com/ap/en/support-contact.htm> or as otherwise notified by Delta) but does not otherwise result in a major failure of the product.
5. This warranty is for a period of 132 months from the date of manufacture of the product as detailed on the product or the product manual or 120 months from the date of installation, whichever occurs first (‘Warranty Period’).
6. If the product is replaced, the remainder of the Warranty Period will be transferred to the replacement product supplied by Delta. In such an event, the original warranty as documented by Delta will continue to apply for the original Warranty Period from when the

product was originally purchased by the Customer.

7. So that Delta can process a claim under this warranty, the Customer must do as follows:

(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 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) sending a letter to the Delta Service manager at the following address:

Delta Energy System Australia Pty Ltd at Suite 13, Level 4, 150 Albert Road, South Melbourne VIC, Australia and providing a brief description of the failure;

(ii) contacting Delta's authorized repairer by telephone - Tel: +61 3 8414 8295 and describing briefly the nature of the failure; or

(iii) sending an email to service.au@delta-es.com.au providing a brief description of the failure;

(d) The product should be packed for return transport to Delta by surface mail to the following address: Delta Energy System Australia Pty Ltd at Suite 13, Level 4, 150 Albert Road, South Melbourne VIC, Australia and any reasonable transport costs incurred in doing so will be reimbursed to the customer by Delta.

8. Delta reserves its right to not comply with the warranty if the Customer does not comply with the requirements of clause 7. .

9. Delta may request the customer to forward the faulty product to its branch office, service partner or designee, in Australia ("Local Agent"), who is authorized to send the faulty product to Delta. If the customer proceeds to transport the product to Delta directly even after it has been advised by Delta to forward the faulty product to the Local Agent, Delta may in its discretion elect to not reimburse the Customer for any such unauthorized transport costs.

10. Warranty claims by the Customer for failure of the product are excluded by Delta if they arise from:

(a) damage caused to the product through transportation of the product by the Customer or a 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 ("Contractor"))

who is engaged by the Customer),

(b) Incorrect installation or commissioning of the product by the customer or a Contractor

(c) The Customer or Contractor not observing the installation, maintenance and operational requirements for the product in accordance with the product manual,

(d) Modifications, changes or attempted repairs by the customer or Contractor,

(e) Incorrect use or inappropriate operation of the product by the customer or a 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 Contractor failing to observe the 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.

11. Subject to clause 12, the 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 Law (Cth)) or their Local Agents

12. The benefits under this warranty are in addition to other rights and remedies available to the customer under law in relation to the products to which the above warranty relates.

13. Delta reserves the right to change the terms of this Delta Warranty which (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. You are accordingly advised to view the most updated warranty at the following web address: _____.