

TWELVE (12) MONTH LIMITED WARRANTY FOR LED LIGHT PRODUCTS

Delta Panels Pty Ltd., ABN 11 174 861 292, hereafter identified as the “Company” warrants to the “Purchaser” of its range of **DeltaSkylight™ Products** -

DeltaTrim-Skylight,

DeltaOrb-Skylight,

DeltaSingle-Skylight,

hereafter referred to as **DeltaSkylight™ Products**, are free from manufacturing defects for a period of **Twelve (12)** months from the date of purchase.

Subject to the conditions of the Warranty, if the **DeltaSkylight™ Products** have any defects caused by the manufacturing process within the warranty period, the Company will replace the **DeltaSkylight™ Products** free of charge.

CONDITIONS OF WARRANTY

- 1) A claim will only be recognised after a representative of the Company has inspected the **DeltaSkylight™ Products**.
- 2) The Purchaser must permit the Company and or its appointed representatives property access to inspect the claim and or carrying out any replacement.
- 3) Any Warranty undertakings to remedy agreed defects shall be at the discretion of the Company or their designated repairer. Any costs associated with unauthorized repairs will not be accepted.
- 4) The Company will not be liable for:
 - a) Labour costs associated with the installation or removal of the affected **DeltaSkylight™ Products** or the fixing of replacement **DeltaSkylight™ Products** or
 - b) Injury to persons, or damage to property or consequential losses arising from the use of the **DeltaSkylight™ Products**
- 5) This Warranty is conditional upon the **DeltaSkylight™ Products** being installed in accordance with the recommended installation instructions provided by the Company, the receipt of which is hereby acknowledged.
- 6) Any Repair or Replacement will be at the Company's discretion and the Company reserves the right to appoint its own repairers.
- 7) The Company will not accept liability for any defects which are the result of:
 - a) Improper use or mismanagement by the purchaser;
 - b) From a use not recommended or not reasonably contemplated by the Company;
 - c) If the **DeltaSkylight™ Products** have been modified in any way not authorised by the Company;
 - d) If the **DeltaSkylight™ Products** have been used in anyway that does not comply with the relevant Building Regulations and Codes;
 - e) The purchaser does not comply with any of the terms and conditions herein stated in the Warranty;
 - f) Any unauthorised re-installation of the **DeltaSkylight™ Products**
- 8) This Warranty excludes damage caused by:
 - a) Handling, storage or erection;
 - b) Over-painting;
 - c) Storm and tempest, floods, lightning strike or other acts of God;
 - d) Corrosion due to pollutants;
 - e) Chemicals and corrosive atmosphere;
 - f) Attack from chemical agents, fumes, liquids or solids and direct rain coming into contact with the **DeltaSkylight™ Products**
 - g) Neglect, mistreatment or deliberate damage;
 - h) Sustained temperatures above 85°C dry heat,

CONDITIONS OF WARRANTY

- i) Contact with soils, ashes, fertilizers or other moisture retaining substances;
 - j) Area in metallic direct or indirect contact with lead or copper or dissimilar metals, or subject to the run off from copper or lead flashings and pipes;t
 - k) The painted finish of the **DeltaSkylight™ Products** will only be considered defective if major deterioration in the form of blistering, cracking or peeling occurs.
 - l) Normal fading and chalking as may naturally occur over time due to normal aging
- 9) **DeltaSkylight™ Products** will be considered defective in material or workmanship only if a total of 15% or more of the individual light emitting diodes in the product fail to illuminate.
- 10) In accordance with the Warranty extended to the Company by the manufacture of the **DeltaSkylight™ Products**, the Company only extends to the purchaser the benefit of the any warranty and guarantees it receives from the manufacturer to the extent it is capable of doing so at law and if;
- a) Installation is greater than one kilometer from marine or industrial environments;
 - b) The paint finish as supplied must not be scratched, abraded or damaged in any way, or coated with an incompatible material;
- 11) Nothing in this Warranty will extend the benefit of any

warranty of the manufacturer of the **DeltaSkylight™ Products** beyond the period of the Warranty provided by the manufacturer. The period of **twelve (12)** months referred to in the opening clause of this Warranty refers to any defects in the **DeltaSkylight™ Products** as a consequence of the customer's manufacturing process.

- 12) This Warranty is given in lieu of all other considerations or warranties expressed or implied except to the extent that any statute applicable to this contract prevents the exclusion, restrictions or modification of such conditions or warranty.
- 13) The proper law of this Warranty shall be the law applying to the State of Queensland.
- 14) For the purpose of this Warranty the Purchaser refers to that person who has duly completed the details below and no other person.



PURCHASER

Name: _____

Address: _____

Date of Purchase: ____/____/____

AGENT

Name: _____

Date of Installation works: ____/____/____

Signature: _____