CROSS

WARRANTY POLICY

Cross Hydraulics’ Products are warranted against defects in workmanship and materials for twelve months after date of invoice, when properly installed within product specifications. Our obligation under this warranty is limited to repair or replacement of the product F.O.B. factory, and subject to our inspection. This warranty does not obligate Cross Hydraulics Pty Ltd to bear any cost of labour for field replacement or incurred liability for systems malfunction of items installed on equipment.

That portion of the product returned for 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 to the customer. Freight charges for return of the product to the customer and also the incoming freight are to be prepaid by the customer.

Cross Hydraulics Pty Ltd is not obligated for any repair or replacement of any products altered or repaired by any other parties without written authorisation.

Cross Hydraulics Pty Ltd reserves the right to discontinue products or make design changes, which do not affect product installation interchangeability, at any time without incurring any obligation.

Cross products carry no warranty other than as set forth in the above warranty statement, either expressed or implied.

The only warranty extended to the buyer by Cross Hydraulics Pty Ltd is the above expressed warranty and there are no other warranties, expressed or implied, of merchantability, fitness for a particular purpose, or otherwise, which extend beyond the face hereof. Cross Hydraulics Pty Ltd shall in no event be liable for labour or freight charges or for consequential or incidental damages including, but not limited to, injury to the person or property of buyer or any others, machine down time, and losses and expenses incurred by buyer, arising from the use of this equipment or from this agreement. This warranty constitutes the entire warranty of Cross Hydraulics Pty Ltd and no oral representations, warranties, or guarantees by any agent of manufacture or seller shall be binding to Cross Hydraulics Pty Ltd and no part of this warranty may be modified or extended except by written agreement executed by Cross Hydraulics Pty Ltd.

It is the policy of Cross Hydraulics Pty Ltd to improve its products whenever possible and practical to do so. We reserve the right to make changes, improvements and modifications at any time without incurring the obligation to make such changes, improvements and modifications on any equipment sold previously.

PROCEDURE FOR WARRANTY CLAIMS

1. Customers wishing to return products for claim, under Cross Warranty Policy, must first request approval stating in detail the reason for such claim, provide original invoice number, complete model number of items and method transport for forward and return of goods.

2. Approval for return of goods will be advised by the issue of a “Returned Goods Authorisation” number. Freight must be prepaid. Goods returned without authorisation will be returned to the customer in the same condition as received on a “Freight Forward” basis. Goods returned without having the freight prepaid will not be accepted from the carrier.

3. Cross Hydraulics will assess the warranty claims on the return of goods and determine responsibility for the fault. Only complete products will be considered for claims. Component parts will not be accepted. Products that have had attempted repairs or been dismantled by parties other than Cross Hydraulics Pty Ltd will not be considered for claims under warranty.

4. A copy of the Cross Service Report Sheet will be provided to the customer for their information on both warranty claims approved and rejected.

5. On claims approved, Cross Hydraulics Pty Ltd will repair the product to Cross specifications or should product be unable to be repaired, a new replacement will be supplied F.O.B. - Cross Hydraulics Pty Ltd, Clayton, Vic.

6. On claims rejected, a copy of the Cross Service Report Sheet containing an estimated cost to repair the goods, will be forwarded to the customer for their perusal. On receipt of customers official order, goods will be repaired and returned “Freight Forward” to customer.

PROCEDURE FOR CREDIT CLAIMS

1. Same as for warranty claims above with the following additional conditions:
   a) Goods must be returned in an “as sold” condition.
   b) Goods returned for credit may be subject to a 15% Re-Stocking Fee.

2. Goods must be returned within thirty (30) days of invoice.