

Danfoss Power Solutions

504H0623A01en - Rev.1.0

# Standard Limited Warranty Policy

All products

[powersolutions.danfoss.com](http://powersolutions.danfoss.com)

**Warranty** This limited warranty is granted by the Danfoss selling legal entity, being an entity directly or indirectly controlled by Danfoss A/S whether by shares or voting rights (referred to herein as "Danfoss"). Danfoss warrant to the party (referred to herein as "Buyer") purchasing a new Danfoss Power Solutions product from Danfoss that the purchased product will be free from defects in design, material, and workmanship for the applicable Warranty Period, as defined below.

The duration of Danfoss' limited warranty for each product purchased is printed below in the section titled Warranty Period (referred to herein as the "Warranty Period"). Danfoss shall, at its sole option, repair or replace products or parts found by Danfoss to be defective in design, material or workmanship during the applicable Warranty Period, or in its sole discretion issue a refund credit for the purchase price paid by Buyer for such products or parts, provided that Danfoss is promptly advised in writing of Buyer's warranty claim within the applicable Warranty Period and the product or part in question is made available for inspection by Danfoss upon request.

**Inspection** Danfoss may inspect the product or part that Buyer contends to be defective at Buyer's site or, to facilitate inspection, Danfoss may request return of the product or part at Buyer's risk and expense together with a written notice describing the reason for the return. If requested, Buyer will promptly return the product or part to Danfoss' Authorized Service Center or Factory Repair Facility (each referred to herein as a "Service Center"), as directed by Danfoss, free of extraneous equipment unless otherwise instructed.

**Conditions** Danfoss' obligations under this limited warranty are all expressly conditioned upon Danfoss' receipt of all payments due from Buyer, receipt of prompt written notice of Buyer's warranty claim, and receipt of the product or part in question or access to it for inspection upon request.

**Exclusions** This limited warranty does not cover products or parts subjected to accident, abuse, misuse, neglect, unauthorized repair or modification, or normal wear; or products or parts assembled, installed, or used in any manner or for any purpose not originally intended by Danfoss or contrary to Danfoss' written instructions. This includes, but is not limited to, product failures or malfunctions attributable to:

- Use of inadequate, contaminated, or improper fluid;
- Stripped keyways, or splines stripped or worn on external shaft ends;
- Improper mounting of external pulleys, gears, or other items;
- Operation above speeds, pressures, or temperatures recommended by Danfoss;
- Operation with improper electrical inputs (voltage, polarity, current, etc.);
- Failure to use genuine Danfoss parts in any repairs;
- Failure to follow Danfoss' printed instructions for operation or maintenance;
- Use of Danfoss hoses, fittings, and connectors with fluid conveyance products not sold by Danfoss; and/or
- Assembly of Danfoss hoses, fittings, and connectors with crimping machines, dies, or swaging tools not sold by Danfoss.

This limited warranty does not cover reimbursement for labor, gaining access, removal, (re)installation, temporary power or equipment, or any other expenses that may be incurred in connection with inspection, repair, or replacement of products or parts. Buyer shall grant access in each case of inspection, repair, or replacement on location. Any products or parts replaced in connection with Buyer's warranty claim shall be the sole property of Danfoss.



This limited warranty shall not apply to samples or prototypes. Samples and prototypes are provided "AS-IS", and Danfoss has no liability or responsibility for any defects, errors, or omissions in samples or prototypes, or any uses or decisions made by Buyer with or in reliance upon samples or prototypes. NO WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE) ARE MADE IN CONNECTION WITH SAMPLES OR PROTOTYPES.

Any technical assistance provided by Danfoss' personnel in system design is construed to be a proposal and not a recommendation. The responsibility for determining feasibility rests with the user and should be subject to test.

**DISCLAIMERS THE WARRANTIES SET FORTH HEREIN ARE BUYER'S EXCLUSIVE REMEDY FOR PRODUCT DEFECTS, AND DANFOSS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**DANFOSS' SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE, AT ITS SOLE OPTION, TO REPAIR, REPLACE, OR ISSUE A REFUND CREDIT FOR THE PURCHASE PRICE PAID FOR ANY PRODUCT OR PART THAT IS CONFIRMED BY DANFOSS TO VIOLATE THIS LIMITED WARRANTY. THIS LIMITED WARRANTY SHALL BE DANFOSS' MAXIMUM LIABILITY FOR PRODUCT DEFECTS. UNDER NO CIRCUMSTANCE SHALL DANFOSS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY OTHER SIMILAR DAMAGES, FROM ANY SOURCE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, FOR DELAYS, DOWNTIME, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, EQUIPMENT, FACILITIES, OR SERVICES, LOSS OF USE, PROFITS, REVENUE, CONTRACTS, BUSINESS, ANTICIPATED SAVINGS, REPUTATION, OR GOODWILL, LOSS OR CORRUPTION OF DATA, PENALTIES, OR ANY OTHER FINANCIAL LOSS OR DAMAGES WHATSOEVER, WHETHER SUCH LIABILITY IS BASED ON WARRANTY, CONTRACT, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, EXTRACTIONAL LIABILITY, OR OTHERWISE, EVEN IF ANY EXPRESS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE, AND WHETHER OR NOT ANYONE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**NOTHING IN THESE TERMS (INCLUDING BUT NOT LIMITED TO THE CONDITIONS, EXCLUSIONS AND DISCLAIMERS) SHALL OPERATE SO AS TO EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY TO THE OTHER FOR DEATH OR PERSONAL INJURY ARISING OUT OF ITS NEGLIGENCE, FRAUDULENT MISREPRESENTATION OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.**

This limited warranty only applies to professional Buyers purchasing a Danfoss Power Solutions product from Danfoss. This limited warranty does not apply to any buyer of products or parts for any personal, family, or household use. Only the express terms stated in this limited warranty shall apply, and there are no warranties which extend beyond the description on the face hereof. No manufacturer, distributor, company, or individual is authorized to amend, modify, or extend this limited warranty in any way upon resale. If Buyer grants additional or different warranty terms, whether by law or by itself, Buyer does so at its sole risk and expense. Buyer will indemnify, defend, and hold Danfoss harmless from and against all claims of any party based on any such additional or different warranty terms; product or part failures or malfunctions attributable to accident, abuse, misuse, neglect, unauthorized repair or modification, or normal wear, to assembly, installation, or use in any manner or for any purpose not originally intended by Danfoss or contrary to Danfoss' written instructions, or to any other exclusions listed above; and/or violation of applicable laws, including, without limitation, from and against any costs and expenses incurred by Danfoss in the defense of such claims.



## Warranty Period

### **New products** (all new Danfoss products not defined below as select)

The Warranty Period is limited to the period from date of manufacture and ending the earlier of:

- (i) 12 consecutive months from the date of first use of the product, or
- (ii) 18 consecutive months from the date of original manufacture of the product from Danfoss.

### **Select new products** (all new Aeroquip®, Hansen®, Weatherhead® and Char-Lynn® branded products, and Hydraulic Power Units)

The Warranty Period is limited to the period from date of manufacture and ending the earlier of:

- (i) 24 consecutive months from the date of first use of the product, or
- (ii) 36 consecutive months from the date of original manufacture of the product from Danfoss.

### **Rebuilt products** (products and subassemblies rebuilt at a Service Center)

If a product (new or select) is rebuilt at a Service Center during the original new product Warranty Period, Danfoss' limited warranty on the rebuilt item shall continue from the completion of rebuild for the remainder of the original new product Warranty Period, or for a period equal to 50% of the original new product Warranty Period, whichever period ends later.

### **Service parts** (parts and kits sold as components for rebuilding original Danfoss products)

The Warranty Period for service parts shall be 12 consecutive months from date of manufacture of such parts by Danfoss.

*Danfoss accepts no responsibility for errors in catalogues, brochures, and other printed material. Danfoss reserves the right to modify its products without notice. This also applies to products already on order provided that such modifications can be made without changes being necessary in specifications already agreed.*

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| Issue | Change              | Approved date / name                                      |
|-------|---------------------|---|
| 1.0   | New policy document | March 2023, Danfoss Power Solutions Sales Leadership team |