HERS
Hydraulic Engineering Repair Services

T: +27 11 825 3690
F: +27 11 825 6152
E: sales@hers.co.za

www.hers.co.za

Warranty Policy **30 September 2024**

1. Overview

This warranty policy applies to components and services provided by HERS ***(Hydraulic Engineering and Repair Services, a Division of Hudaco Trading (Pty) Ltd.)***, an engineering company specialising in the refurbishment of Hydraulic Cylinders, Drivetrain Components ***(Axles, Transmissions, Torque Converters and Transverters),*** as well as Hydraulic Drifters ***(Rock Drills)*** as well as General Engineering Work & Repairs. Our warranty conditions ensure that any faulty workmanship or manufacturing defects are rectified at no additional cost to the customer within these specified terms and conditions.

2. Warranty Coverage

2.1 Hydraulic Cylinders

- **New and Repaired Cylinders:** Covered by a warranty period of ***12 months from date of delivery or 3000 hours of operation***, whichever occurs first.

2.2 Drivetrain Components

- **Repairs on Drivetrain Components:** Covered by a warranty period of ***6 months from date of delivery or 1000 hours of operation***, whichever occurs first.

2.3 Hydraulic Drifters (Rock Drills)

- **Warranty Period:** Covered by a warranty period of ***2 - 4 months from date of delivery or 200 - 400 hours (make and model specific warranty periods)*** **of operation**, whichever occurs first.

3. Warranty Terms and Conditions

3.1 Standard Warranty Terms and Conditions

HERS guarantees that our warranty policy will, at a minimum, align with the warranty terms and conditions provided by the OEM manufacturer or supplier. We also guarantee that any items manufactured, supplied, installed and delivered by HERS, will be free from defects in material and workmanship for the duration as specified under the ***Warranty Coverage*** section.

Additionally, if a warranty claim is accepted by HERS, we will provide the replacement part/s and labour necessary to repair and refurbish failed component/s at no charge to the customer based on the condition that the work is executed at our premises and by our personnel.

Please note that parts not included in the original Scope of Work (SOW) or approved quotation will not be covered under this warranty. The cost of investigating any failures will be covered by HERS, unless the fault is found to be due to factors beyond our control and if the customer insists on third party involvement, in which case the investigation costs will be charged to the customer or their end customer.

Our warranty excludes coverage for issues resulting from negligence, improper installation or operating practices, damage emanating from the underground environment and maintenance deficits or operating conditions or exposure as outlined by the OEM and the product's technical manual. Any evidence of tampering will void the warranty.

3.2 Warranty Segments

- **Without Supporting Documentation:** The warranty period will be based on circulation time only, as specified above.
- **With Supporting Documentation:** If the customer provides verified supporting documentation from their Planned Maintenance Document (PMD) indicating the commissioning and decommissioning dates, operational hours and maintenance records, the warranty period will be extended to both period and time-based conditions. The extended warranty will be for the specified periods ***(months)*** or the total documented operational hours ***(whichever occurs first)*** from the date of commissioning, with a maximum allowable period of 12 months.

3.3 Exclusions and Limitations

- **Workmanship and Material Only:** The warranty covers only workmanship and material defects. No additional claims will be honoured for downtime, injury, or consequential damages that may occur.
- **Contamination:** Should the Root Cause Failure be attributed to contamination in the systems or circuits into which our components are installed, the warranty claim will not be entertained. It is the responsibility of the customer to ensure that systems are free from contaminants before installation.
- **Attachments:** Any loose or bolt on attachments that accompany the components, such as fittings, pipes, valve blocks, brackets, plugs, etc., and which did not form part of the refurbishment SOW will be excluded from any warranty conditions.
- **OEM Spare Parts:** If an OEM spare part is unavailable or cannot be sourced timely, it is the prerogative of the customer to decide whether they will supply the parts, spares or component or issue a directive to HERS authorising the use of an alternative parts, spares or component which conform to the required standards and norms.
- **Repair Specifications:** Cylinders or General Engineering Repairs will be affected based on the sample sent by the customer or an approved drawing. In the absence of a customer approved drawing, repairs or manufacturing will follow engineering best practice and general engineering principles and specifications.

- **Scope of Warranty:** The warranty covers all work carried out as per our SOW, quotation and customer purchase order. Latent faults due to hydraulic components or electrical interfaces not included in our scope of supply are excluded from the warranty.
- **Testing Parameters:** Unless otherwise specified by the customer, test pressures and testing parameters will follow OEM specifications or, in their absence of documented guidelines, standard hydraulic practice specifications as well as industry standards and norms.

3.4 Additional Conditions

- **Third-Party Work Management:** As an additional service, HERS may manage and control work carried out by third parties, if so instructed by the Customer. In such cases, a buyout item will carry the original manufacturer or repairer's warranty. HERS will be excluded from any dispute arising from a warranty claim except for managing the process.
- **Oil Specifications:**
    - Cylinders must be operated with specified hydraulic oil as determined by the relevant OEM or Site-Specific requirements.
    - Drivetrain products must be filled as per OEM specifications with the correct grade of oil, complying with API-GL5 where relevant.
    - Externally cooled brakes must be filled with oil conforming to OEM specifications, which often require limited-slip (LS) additives. Brake warranties are voided if the correct oil is not used.
- **Storage Requirements:**
    - **Drivetrain Components:** Must be stored in a conducive environment, with all ports sealed. Components should be palletised or caged and stored in their operating orientation, with breathers facing either upwards or parallel to the ground to prevent oil leakage. The storage methodology and usage of the component which is being deployed by the client must ensure that components are issued on a "***First in First Out"*** bases to ensure the required circulation of components.
    - **Hydraulic Cylinders:** Must be stored vertically (to protect against seal deformation) in a clean environment with all ports sealed. The storage methodology and usage of the component which is being deployed by the client must ensure that components are issued on a "***First in First Out"*** bases to ensure the required circulation of components.
    - **Hydraulic Rock Drills:** Must be stored in a clean environment, with all hydraulic ports and other ports correctly plugged. Hydraulic components should not be stored in an environment which is high in humidity for extended periods of time. The storage methodology and usage of the component which is being deployed by the client must ensure that components are issued on a "***First in First Out"*** bases to ensure the required circulation of components.

3.5 Warranty Voidance

All warranties shall become null and void:

- If the component or a segment thereof was not decommissioned in strict accordance to the required industry standard and norms, OEM specifications or requirements as specified above.

- If any evidence is obtained indicating that the component was tampered with during the applicable warranty period or following the decommissioning of the component.
- Any of the specified conditions are not adhered to.
- Failure or breakages are due to abuse or misuse of the equipment.
- If the failure or breakage was related to other faulty components directly or indirectly interacting with the component under warranty consideration.

4. Claims Procedure

Onsite Warranty Policy: General Terms and Conditions

1. Sales Representative Confirmation.

Booking Verification:

Prior to confirming any warranty-related booking, our sales representatives must verify the availability of the Warranty Assessment Team. This ensures that we can accommodate the inspection without disrupting our scheduled activities. Customers will be notified once their booking has been confirmed via a Microsoft Outlook Meeting Invitation.

2. Mandatory Information Submission.

Required Information:

At the time of booking, customers must submit all relevant information pertaining to their warranty claims in the form of official assessment reports and Planned Maintenance Department **(PMD)** documentation i.e., change out forms, job cards, Root Cause Failure Analysis and other relevant documentation, which must include:

- Root Cause Failure Analysis report detailing the process and findings.
- Detailed descriptions of the failure/s encountered.
- Commissioning and decommissioning documentation as well as the operational hours of the equipment.
- Access to historical oil sampling records.
- Oil sample at time of failure or removal.
- Any other relevant data that will assist in the inspection process i.e., maintenance job cards & schedules, etc.

Purpose:

Providing this information in advance, will allow for the Warranty Assessment Team to prepare adequately for the inspection and address the issues pertaining to the assessment more efficiently.

3. Late Arrival Policy.

Punctuality:

We understand that delays can occur; however, to maintain our schedule and respect the time of our team and other customers, the following policy will be enforced:

- If a customer is more than **45 minutes** late for their booking without prior notification or a valid explanation, the appointment will be cancelled and rescheduled for another date.

Impact:

This policy ensures that delays do not adversely affect our operations and commitments to other customers. By adhering to these terms and conditions, we aim to provide a streamlined and efficient warranty service process for all our customers.

5. Remedies

Upon confirmation of a valid warranty claim, HERS will:

- Repair, refurbish or replace the faulty component/s at no additional cost.
- Cover any reasonable shipping or handling charges related to the repair or replacement when HERS is not collecting and delivering the component.

6. Limitation of Liability

HERS' liability is limited to the repair or replacement of the faulty component. We will not be liable for any indirect, incidental, or consequential damages resulting from the failure of our components.

7. Contact Information

For warranty claims or inquiries, please contact your sales representative, or alternatively the Sales Manager or Operations Manager at HERS via their respective contact details provided at time of sale or repair.

8. Policy Updates

HERS reserves the right to update or modify this warranty policy at any time. Changes will be communicated to customers and will apply to all subsequent transactions: https://hers.co.za/our-company/copyright-warranties/

9. Copyright

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