

Terms & Conditions of Sale

ACM Parts offer the parts to the purchaser and the purchaser agrees to purchase the goods pursuant to the terms and conditions set out below. The agreed terms and conditions shall be read to limit our liability the full extent permitted under Australian Consumer Law.

<u>Warranty</u>

- 1. ACM Parts, to the extent parts are defective, provides:
 - (a) a 6-month guarantee defective on parts purchased for private use vehicles; and
 - (b) a 3-month parts guarantee for parts purchased for commercial or combined commercial and private use vehicles such as taxis, couriers and ride share vehicles.
- 2. Parts returned under warranty must be complete as sold. The warranty is void if parts are altered, dismantled or have been otherwise tampered with by a person not authorized by ACM Parts.
- 3. At its option, ACM Parts will repair, replace, or refund the purchase price of the defective part.
- 4. A maximum of \$75 (incl. GST) labour rate is payable on any warranty claims. Publications such as times guide and dealer information will be used to determine set times for labour charges. The part must be checked before fitment as ACM Parts will not be liable for labour costs for removal. All labour claims must be approved in advance by ACM Parts Warranty Manager.
- 5. All engines supplied by ACM Parts are fitted with a heat tab. Warranty is void if the heat tab has been altered, removed or melted.
- 6. All parts supplied by ACM Parts are sold with a unique ACM Parts identifier. Warranty is void if the unique identifier has been altered, removed or tampered with in anyway.
- 7. In the event ACM Parts denies a warranty claim, such as where the purchaser has contributed to the failure, ACM Parts reserves the right to recover out of pocket expenses incurred in reviewing the claim including freight and or dismantling and inspection costs and ACM Parts may hold onto the Purchaser pays ACM Parts such out of pocket expenses.
- 8. Warranty does not apply to accessories and non-standard inclusions or any part that is attached to the engine, including but not limited to turbo charges, switches, sensors, cables, electronics, belts, hoses, water pumps, oil seals and manifolds.
- 9. Warranty does not apply to transmissions, differentials and final drive components that have broken gears or have been subject to accident, misuse, neglect or use inconsistent with its intended purpose.
- 10. The warranty cover does not extend to damage caused by accident, misuse, neglect, natural disaster or act of God or other external causes or to damage caused by using the parts inconsistently from their intended purpose.
- 11. ACM Parts holds no responsibility for the fitment of incorrect parts, the onus is on the fitter to ensure that the parts supplied are correct for fitment.
- 12. Approval for repair or replacement of a rusted, failed or defective part must be provided by ACM Parts prior to any work being performed.
- 13. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to choose a refund or replacement.
- 14. Refer to ACM Parts website for full warranty terms & conditions: https://www.acmparts.com.au/terms-conditions/



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<u>Returns</u>

- 15. If for any reason the customer wishes to return the part, ACM Parts will assist with the return provided the purchaser:
 - (a) returns the part within 30 days of the purchase date;
 - (b) returns the parts in original re-saleable condition with all tags and packaging (ready to be put back on the shelf);
 - (c) returns the parts un-opened, un-used, worn or damaged, and are in perfect condition when we receive them back;
 - (d) does not stick or write anything on the item itself or its packaging. The purchaser may be required to wrap the item and attach postage stickers and any labels to the outer packaging supplied;
 - (e) securely packs the part to ensure it is received back by ACM Parts in original and re-saleable condition.
- 16. If the part has sustained damage in transit, or does not return as noted above, ACM Parts may pay a revised refund amount to reflect the state of the part returned.
- 17. The purchaser agrees, for all returns that are due to customer fault, such as ordering errors, part no longer required or change of mind, to pay a re-stocking fee of:
 - (a) \$250 (excl. GST) in addition to freight charge for engine, transmission & differential returns.

Delivery

- 18. Risk of loss or damage shall entirely be at the risk of the purchaser either after delivery of part to the purchaser or the purchaser taking the part from the ACM Parts warehouse.
- 19. Purchasers have the full responsibility to provide us with the correct delivery address and mobile phone number.
- 20. Any changes to address after purchase will not be considered as valid.
- 21. ACM Parts is not liable for any delay, losses and/or damage of items due to changes of delivery address after purchase, or mistakes made by purchasers. This also includes failure to provide an answered phone number to facilitate delivery of bulky freight. Please be aware that P.O Boxes cannot receive items above certain weights and sizes. It is the purchaser's responsibility to provide an address appropriate for delivery. We strongly recommend purchasers change their delivery address to a workplace for large and bulky parts.
- Re-delivery fee will be charged to purchasers for parts that are returned to ACM Parts due to incorrect delivery address or unsuccessful delivery. Parts will only be delivered during normal business hours (9am to 5pm) on weekdays. Delivery is not available on weekends, public holidays or after business hours.

Extended Warranty

As an option on purchases, customers have the choice to purchase extended warranty coverage per below:

Silver

- Coverage for a full 6 months from the time of purchase for the replacement of purchased parts
- For a full 6 months from the time of purchase, all labour expenses are covered

Gold

- Coverage for a full 12 months from the time of purchase for the replacement of purchased parts
- For a full 12 months from the time of purchase, all labour expenses are covered