

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.

Warranty

Standard Warranty Coverage

- ACM Parts, to the extent parts are defective, provides:
 - Private Use Vehicles: 6-month parts only warranty; and
 - Commercial or Mixed-Use Vehicles (e.g. taxis, couriers, rideshare): 3-month parts only warranty.

Conditions of Warranty

- Parts must be returned complete; warranty is void if parts are altered, dismantled or have been otherwise tampered with by a person not authorized by ACM Parts.
- ACM Parts, at its discretion, will repair, replace, or refund the purchase price of the defective part if the warranty has been approved.
- The part must be checked before fitment as ACM Parts will not be liable for labour costs associated with fitment or removal regardless of the reason for return.
- For engine and transmission sales only a maximum labour reimbursement of up to \$100 (incl. GST) per hour may apply for replacement/fitment of any defective engine or transmission sold with labour coverage, based on standard industry time guidelines. All labour claims are subject to and must be pre-approved by the ACM Parts Warranty Manager. The part must be checked before fitment as ACM Parts will not be liable for labour costs in connection with replacing/refitting engines and transmissions that are damaged by external causes.
- ACM Parts is not liable for any incidental or consequential expenses, including but not limited to vehicle hire, towing, or accommodation costs incurred as a result of part failure or a warranty claim.
- 7 All engines are fitted with a heat tab; warranty is void if the tab is removed, altered, or melted.
- All parts carry a unique ACM identifier; warranty is void if this identifier is tampered with or removed.
- If a claim is denied due to customer misuse or contributory fault, ACM Parts reserves the right to recover freight, dismantling, and inspection costs. Parts may be retained until such expenses are paid.

Warranty Exclusions

- Warranty does not apply to:
 - Accessories and non-standard inclusions, or damage caused by any ancillary item attached to engines or transmissions (including but not limited to turbochargers, wiring, switches, sensors, electronics, belts, hoses, oil seals, EGR systems, clutches, flywheels, water pumps, fuel injectors, injector pumps, timing belts, and manifolds). Note: Engines and transmissions are sold and warrantied as long bare units only.
 - b. Transmissions, differentials and final drive components that have broken gears or have been subject to accident, misuse, neglect or used inconsistent with its intended
 - Dry clutches and transmission control units/modules. c.
 - In instances where a transfer case is attached to a transmission but not explicitly listed on the invoice, it is provided solely for convenience and is excluded from warranty d. coverage.
 - Consumables & Service Items, including but not limited to gaskets/seals, filters, spark plugs, oils, coolants, lubricants, and fluids. e.
 - Oil or coolant leaks. f
 - Damage caused by accident, misuse, neglect, incorrectly fitted accessories such as a timing belt, water pump, etc., natural disaster or act of God or other external causes g. or to damage caused by using the parts inconsistently from their intended use.
 - Incorrectly supplied parts: it is the installer's responsibility to verify compatibility or any damages prior to fitment.
 - Rusted, failed, or defective parts not pre-approved for replacement or repair by ACM Parts.

Service Recommendations & Conditions

- 11. It is strongly recommended that the following components (among others) be replaced or serviced prior to installation: seals, gaskets, timing belts, water pumps, radiators, oil coolers, thermostats, hoses, wiring harnesses, filters, fuel injectors, injector pumps, and other serviceable items.
- 12. Damage to or caused by these items will not be covered.
- 13. Failure to adhere to the vehicle manufacturer's recommended service intervals, module coding and adaptations, fitment and service practices will result in the warranty being

Consumer Guarantees

14. This warranty operates in addition to your rights under Australian Consumer Law. In the event of a major failure, you are entitled to a replacement or refund.

Extended Warranty

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

Silver Cover

Valid for a full 6 months from the date of purchase covering the replacement of parts and labour costs.

Gold Cover

Valid for a full 12 months from the date of purchase covering the replacement of parts and labour costs.

Returns

- 15. If for any reason the customer wishes to return the part/s, ACM Parts will assist with the return provided the purchaser:
 - requests the return of the part/s within 30 days of the invoice date.
 - returns the parts in original re-saleable condition with all tags and packaging (ready to be put back on the shelf).
 - returns the parts un-opened, un-used, worn or damaged, and in re-saleable condition when we receive back.
 - does not stick or write anything on the item itself.
 - purchaser may be required to wrap the item and attach postage stickers and any labels to the outer packaging supplied.
 - purchaser must attach the ACM RMA (Return Material Authorisation) document to the part/s.
 - securely packs the part to ensure it is received back by ACM Parts in original and re-saleable.
 - engines, transmission, diffs, bull bars, subframes, etc., are secured on the pallet they were delivered or picked up on.
- 16. If the part is not returned as noted above, ACM Parts may pay a revised refund amount to reflect the state of the part. This also includes parts incorrectly supplied. If pick up has been arranged, the part must be ready for collection. If the part is not ready at the time of pick up, ACM Parts may cancel the return and may charge fees.
- Damaged, defective or incorrect parts must be notified within 5 business days of receipt of the part/s.
- The purchaser agrees, for all returns that are due to customer fault, such as ordering errors, part no longer required or change of mind, a restocking of 15% may be applied in addition to any freight charges.
- 20. ACM Parts reserves the right to dispose of rejected returns 90 days after the rejection date if a purchaser does not advise if the item is to be returned.

Delivery

- 21. 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.
- Purchasers have the full responsibility of providing us with the correct delivery address and mobile phone number.
- Retail and new Trade COD customers will be asked to provide proof of identity upon delivery of parts or collection at our sites. Delivery and collection will be refused if proof of identity is not provided.
- Any changes to address after purchase will not be considered for return.
- 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 answerable phone number to facilitate delivery. Please be aware that we do not deliver to PO Boxes. 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 items.
- A 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.