

ACM PARTS REPLACEMENT PROMISE

Subject to the Australian Consumer Law, used or recycled parts sold by ACM Parts Pty Ltd ("ACM Parts", "we" or "our") are provided "as-is". We recommend that buyers thoroughly inspect the parts before purchase to ensure they meet their intended purpose. However, the ACM Parts Replacement Promise provides limited protection as described below.

LIMITED LIFETIME SHEET METAL PARTS GUARANTEE (COLLISION PARTS)

Subject to the Australian Consumer Law, ACM Parts Pty Ltd provides a limited lifetime guarantee on OEM (original equipment manufacturer) sheet metal parts that have rusted through the entire thickness of the metal. The guarantee covers the cost to repair or replace the OEM sheet metal part, including reasonable and customary parts and labour. OEM Sheet metal parts are guaranteed for as long as the original purchaser of the part owns the vehicle to which the part was fitted.

The Sheet Metal Guarantee does not cover:

- rust or corrosion to the part caused by the environment, including weather, hail damage, and airborne fallout (including chemicals and acid rain); or
- damage to the part caused by cleaning solvents and/or polishing materials.

NON-SHEET METAL PARTS GUARANTEE (MECHANICAL PARTS)

Subject to the Australian Consumer Law, and except as stated otherwise on the invoice issued by ACM Parts, we provide a 6-month parts only guarantee for non-sheet metal parts that are defective. At its option, ACM Parts will repair, replace, or refund the purchase price of the defective part.

ACM Parts reserves the right to replace defective parts with parts that are older or are from a vehicle that has travelled more kilometres than the vehicle from which the defective part was sourced.

Standard – the minimum cover offered with any part sold

- Coverage for a full 6 months from the time of purchase for the replacement of purchased parts
- Taxi, Courier and Ride Share vehicles are covered for 3 months from the time of purchase for the replacement of purchased parts

Silver

- 10% of the purchase price of the part
- 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

- 20% of the purchase price of the part
- 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

* Maximum labour rate of \$75 (inc GST) is only payable upon approval from ACM Parts. Publications such as Times Guide and Dealer information will be used to determine set times for labour charges.

The Non-Sheet Metal Parts Guarantee does not cover:

- labour costs associated with removing or replacing the defective part, unless otherwise stated on the invoice issued by ACMParts;
- costs arising from mechanical breakdown caused by the defective part;
- costs arising from or damage to the part that is caused by improper installation, failure to clear computer codes, defective workmanship, usage for which the part was not intended and/or improper maintenance (including using the incorrect type and level of fluid and lubricant as recommend by the manufacturer).

ALL WARRANTIES ARE NULL AND VOID IF:

Subject to the Australian Consumer Law, the Sheet Metal Guarantee and/or the Non-Sheet Metal Guarantee is null and void if any one or more of the following apply:

- unless otherwise stated on the invoice issued by ACM Parts, the part is fitted to a vehicle that is used:
 - i. in racing, other competitive activity or for off-road recreational purposes.
- the part rusts, fails or becomes defective because it was installed in a manner or for a purpose for which the vehicle's manufacturer did not intend.
- the part rusts, fails or becomes defective as a consequence of abuse, misuse, or modifications to the part or vehicle to which the part was fitted.
- the part rusts, fails or becomes defective as a consequence of the vehicle to which the part was fitted towing a trailer or other vehicle unless your vehicle is equipped for this purpose and such purpose is approved by the vehicle's manufacturer.
- the part was installed on, or used in, a vehicle that is not located in Australia.
- the part rusts, fails or becomes defective as a consequence of the vehicle to which the part was fitted not being maintained or serviced intervals recommended by the vehicle's manufacturer, or fuel/oil/coolant is not used in accordance with the vehicle's manufacturer's specifications.
- the part rusts, fails or becomes defective as a consequence of the motor oil used in the vehicle to which the part is fitted not being of the kind required by the vehicle's manufacturer. (Documentary evidence showing the type of motor oil used must be provided upon request).
- the part rusts, fails or becomes defective as a consequence of the transmission fluid and filter not being replaced at the time of installation, using transmission fluid of the kind required by the vehicle's manufacturer. (Documentary evidence showing the type of transmission fluid used must be provided upon request).
- the part rusts, fails or becomes defective because the vehicle to which the part was fitted was involved in a collision, impact, fire, theft, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, freezing or flood.

TERMS AND CONDITIONS

Subject to the Australian Consumer Law, the following terms and conditions apply and we may deny a claim under the Sheet Metal Guarantee and/or the Non-Sheet Metal Guarantee if any one or more of the following terms and conditions are not adhered to:

- approval for repair or replacement of a rusted, failed or defective part must be provided by ACM Parts prior to any work being performed.
- we reserve the right to inspect any rusted, failed or defective part prior to honouring any guarantee.
- for labour cost claims, a cost estimate must be provided to ACM Parts for approval prior to any work being performed, together with documentary evidence of the completion of the work.
- labour claims will only be paid on Engine, Transmission & Gearbox products.

- 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
- the original invoice issued by ACM Parts must accompany all guarantee claims.
- appropriate maintenance invoices are required on request by ACM Parts.
- the guarantee cannot be assigned or transferred, and only the customer named on the invoice issued by ACM Parts can claim under the guarantee.
- we may provide a replacement part that is not identical to the part originally acquired, including without limitation a part from a different model vehicle, a part that is older, or a part sourced from a vehicle that has travelled more kilometres than the vehicle from which the original part was sourced.
- windshield and other glass breakage or damage is not covered under either guarantee.
- any accessories that are attached to or accompany a part for the purpose of accommodating proper installation of the part are not covered by either guarantee.
- any engine guarantee claim is limited to rust, failures or defects in the block, heads, pistons, crankshafts, camshafts, rockers, bolts and oil pumps only. For the avoidance of doubt, neither guarantee applies to any part that is attached to the engine, including but not limited to turbo charges, switches, sensors, cables, electronics, belts, hoses, water pumps, and manifolds.
- any "Recommended Installation Procedures" provided by ACM Parts must be strictly adhered to.
- freight costs and other consequential losses are not covered by either guarantee.
- we are not responsible for personal injury or property damage to you or any third party that arises from the installation or use of any part supplied by ACM Parts.
- any parts that are routine maintenance items and/or are subject to wear and tear are not covered by either guarantee, including but not limited to timing belts, water pumps, thermostats, spark plugs, fluids and seals, or any loss or damage that is caused by such defective parts.
- while most fluids have been drained from our products, it is the purchaser's responsibility to completely drain and replace all fluids, lubricants, antifreeze, and filters using serviceable products approved by the vehicle manufacturer. Neither guarantee covers any loss or damage caused by a failure to replace such equipment.
- transmission: it is the purchaser's responsibility to replace the radiator or transmission oil cooler, flush the transmission oil cooling lines, fill differential, adjust shifter mechanisms, replace filters, replace seals, replace pan gaskets and reset or replace computer codes when installing a transmission. Neither guarantee covers any loss or damage caused by a failure to replace such equipment.
- transmission: Transmissions, Differentials and final drive components that have broken gears or have been subject to abuse will not be covered under any warranty conditions
- Engine: neither guarantee will cover claims for a failed or defective engine which is caused by overheating and/or improper lubrication of the engine or its components.
- engine: All Engines supplied are fitted with a unique ACM Parts heat tab. In the event of a warranty claim, the customer will be asked to provide evidence that the heat tab is intact and not melted. The melting point of the heat tab is at 127 degrees Celsius. If the heat tab is removed or melted, warranty will be void.
- neither guarantee covers rust, failure or defect of tie rod ends, ball joints, wheel bearings, and bushings related to steering and suspension components.
- in the event of failure of a part, the purchaser must use all reasonable means to protect the product from further damage and must return the original defective product to ACM Parts. The purchaser must furnish ACM Parts with such information as ACM Parts may reasonably require, including proof of the vehicle's regular maintenance as recommended by the vehicle manufacturer.

IMPORTANT NOTICES:

If any part sold hereunder has a Vehicle Identification Number ("VIN") on it, the purchaser must obtain a replacement VIN for such part to the extent necessary to comply with applicable laws.

Tyres: Due to many varied and different conditions to which used tyres may have previously been exposed, ACM Parts makes absolutely NO warranty, expressed or implied, as to the fitness for a general or particular purpose or of merchantability in connection with any sale of used tyres. ALL USED TYRES ARE SOLD "AS IS". Used tyres are not tested or labelled by ACM Parts to meet any safety standards. The purchaser of used tyres from ACM Parts agrees to accept all risks relating to the use of such used tyres.

All implied warranties, including warranties of merchantability or fitness for a particular purpose, are limited to the duration of this warranty and do not cover incidental or consequential damages.

The purchaser hereby understands that except as otherwise specifically provided under the Sheet Metal Guarantee and/or the Non-Sheet Metal Guarantee or the Australian Consumer Law, due to the nature of used vehicle parts, any liability of ACM Parts from all causes shall be limited to the price paid for the goods sold or provided. If a part sold by ACM Parts is defective, liability shall be limited to the replacement of the part or a remedy not to exceed the price paid for the part, at ACM Parts' option.

30-DAY RETURN POLICY:

Subject to the Australian Consumer Law, parts may be returned within 30 days of purchase, and exchanged for a replacement part of equal or lesser value, or a refund or store credit provided for an amount equal to the purchase price of the returned part, at the discretion of ACM Parts, provided that:

- the item did not match the description provided; **or**
- the item was damaged in transit or otherwise faulty; **and**
evidence of the sale and payment in full is provided.

No refund or store credit will be provided for change of mind.

AUSTRALIAN CONSUMER LAW:

Our products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the product repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure.

The benefits under the ACM Parts Replacement Promise are in addition to other rights and remedies conferred on consumers by the Australian Consumer Law. Neither the Sheet Metal Guarantee, nor the Non-Sheet Metal Guarantee affects those rights or remedies, except to the extent their application may lawfully be excluded