

## TERMS AND CONDITIONS OF SALE AND SUPPLY

All sales are made in accordance with our terms and conditions of sale.

### PRICE AND PAYMENT

1. All sales of goods are subject to GST and any other government duties, levies or taxes that may be payable in respect of the goods.
2. Payment must be made in full and received by Italian Automotive Spares prior to the dispatch of goods.
3. Property in the goods remain with Italian Automotive Spares until the invoice payment is received and cleared in full.
4. Property in the goods transfer to the purchaser upon receipt of full payment.
5. Italian Automotive Spares will not be liable for transit delays or damage to any goods once they are dispatched.
6. Cheque payments are subject to a \$15 surcharge if declined when deposited.

### RETURNS AND EXCHANGE POLICY

7. We will not accept returns after 14 days from the date of Invoice.
8. A request for return must be communicated in writing via the Return Form, accompanied by the original invoice number, evidence of proof of purchase, and a valid reason for the return.
9. Within 14 days from the date of Invoice, Goods or Parts must be returned complete, in their original condition and packaging and in a saleable condition, with no marks or damage.
10. Where the return is valid and refund is due, upon receipt of the returned Goods or Parts, Italian Automotive Spares will at its discretion provide a store credit or refund for the purchase price, less any transportation and delivery costs.
11. A re-stocking fee of 30% of the purchase price will apply to goods that are returned after 7 days.
12. Goods or Parts must be checked for suitability prior to fitting and preparation
13. No Claim will be considered for Incorrect Supply against Order.
14. Italian Automotive Spares will not accept returns for, including but not limited to, the following:
  - a. Where notification and return has not been done in accordance with clauses 7, 8 and 9 above
  - b. Where Goods or Parts have been fitted, used, altered, modified or damaged in any way
  - c. Where the incorrect Goods or Parts have been ordered
  - d. Where the reason for return is a change of preference
  - e. Electrical Goods or Parts
  - f. Goods or Parts that are not regularly stocked, but that have been specially ordered upon request from the customer
15. Any return due to change of preference will be store credit only and incur a 30% re-stocking fee.
16. Italian Automotive Spares reserves the right to refuse any refund requests for items which have been damaged, modified or altered in any way.

### WARRANTY CLAIMS

17. Italian Automotive Spares will only facilitate genuine warranty claims, submitted within 3 months of the date of Invoice. A Warranty Form must be completed and provided. At the time of the claim:
  - a. Italian Automotive Spares will require photos of the item, taken at the time of the claim;
  - b. Goods shall be returned to Italian Automotive Spares.
18. Italian Automotive Spares will not facilitate Warranty or Claims on Electrical Goods or Parts.
19. Warranty claims will be processed as soon as possible and provided to the supplier or manufacturer for assessment.
20. Where a genuine warranty claim, approved by the manufacturer is accepted, at Italian Automotive Spares' absolute discretion, goods may be credited, replaced or repaired.
21. A warranty will not apply to Goods or Parts that in the seller's opinion:
  - a. Have been used/installed outside of the manufacturer's specifications
  - b. Have not been installed by a qualified technician
  - c. Have been altered, modified, misused or damaged in any way
  - d. Have been excessively worn
  - e. Have deteriorated in quality due to excessive or inappropriate use
  - f. Have been damaged in transit
  - g. Have exceeded the warranty terms (such as the warranty timeframe)
22. Italian Automotive Spares reserves the right to refuse any warranty claims for items which have been damaged, modified or altered in any way.

### LIMITATION OF LIABILITY

23. Italian Automotive Spares' liability shall be limited to the value of any goods or services supplied.
24. Any warranty shall be limited to the product that is the subject of the claim.
25. Italian Automotive Spares will not be liable for loss or damage of any kind, however caused. This includes, but is not limited to, loss of profit caused by delays in delivery, unreasonable use, negligence, wear and tear.
26. Italian Automotive Spares will not be liable for any other loss, damage, or injury however caused. This includes, but is not limited to, defects arising from incorrect instalment of a product or associated parts, accidents, misuse, overloading, negligence, and vehicles modified from manufacturer's specifications.