

AC AUTO PARTS & SERVICE (ACAPS)

Website Terms & Conditions of Use

Location: New South Wales, Australia | Version 2.1

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE OR PLACING AN ORDER.

Welcome to the ACAPS website (acaps.com.au). These Terms and Conditions govern your access to and use of our Website, e-Commerce Portal, Smart Parts systems, trade credit services, and supply of heavy vehicle HVAC, auto-electrical, and mechanical components. By browsing, registering, or purchasing through this Website, you agree to be bound by these Terms.

1. ABOUT THE WEBSITE & ACCEPTANCE OF TERMS

(a) The Website is operated by AC Auto Parts & Service ("ACAPS", "we", "us", "our"). Access to and use of the Website, or any of its associated Products or Services, is provided by ACAPS.

(b) ACAPS reserves the right to review and change any of the Terms by updating this page at its sole discretion. When ACAPS updates the Terms, it will use reasonable endeavours to provide notice of updates. Any changes to the Terms take immediate effect from the date of their publication.

2. ACCOUNT REGISTRATION & USER SECURITY

(a) In order to access the Purchase Services, view commercial pricing, or manage trade accounts, you may be required to register as a user of the Website.

(b) You warrant that any information you provide to ACAPS in the course of completing the registration process will always be accurate, correct, and up to date.

(c) Once you complete the registration process, you will be a registered member ("Member") of the Website and agree to be bound by the Terms.

(d) Sub-Accounts & Ordering Authority: Where a trade account holder grants website sub-account logins, permissions, technician dashboard access, or ordering authorization to team members, technicians, or staff, the primary trade account owner accepts full legal and financial responsibility for all purchases, orders, CSV batch uploads, and commitments made under those sub-accounts or authorized credentials.

3. PRICING, ORDERS & TRADE CREDIT

(a) Prices displayed on the Website are in Australian Dollars (AUD) and are exclusive of GST unless explicitly stated otherwise.

(b) While ACAPS makes every effort to ensure pricing and product details are accurate, ACAPS reserves the right to correct errors or cancel orders resulting from inadvertent pricing mistakes, system sync delays, or typographical omissions.

(c) Trade credit accounts are subject to approval and strictly governed by agreed credit terms and monthly settlement conditions. Overdue balances may suspend Website ordering privileges.

4. DELIVERY, FREIGHT & SITE ACCESS TERMS

(a) ACAPS integrates third-party freight and courier services ("Delivery Service Providers") to deliver orders across metro and regional routes.

(b) While ACAPS facilitates logistics interactions, Delivery Service Providers operate as independent entities. Estimated delivery timeframes are provided as guidelines only and are not guaranteed.

(c) Site Access & Unloading: The Customer is responsible for ensuring clear vehicle access and appropriate unloading facilities (e.g., forklift, overhead crane, or designated loading dock) at the delivery site for bulk, heavy componentry, or crate shipments. Any additional charges incurred from Delivery Service Providers due to re-delivery, site redirection, failed access attempts, or required tailgate lift services shall be billed directly to and paid by the Customer.

(d) **Transit Damage or Loss:** Customers must inspect deliveries immediately upon arrival. Claims for transit damage or missing items must be formally reported to ACAPS within two (2) business days of delivery receipt.

5. RETURNS, REFUNDS & CANCELLATION POLICY

(a) ACAPS handles returns and repairs in accordance with Australian Consumer Law (ACL) and applicable statutory rights.

(b) Standard commercial returns for change-of-mind or incorrectly ordered inventory must be authorized in advance via an ACAPS Return Material Authorization (RMA) within 14 days of invoice. Unopened goods may be subject to a standard 15% restocking fee.

(c) Custom-engineered components, specially imported items, and custom wiring harnesses are strictly non-refundable unless defective.

6. WARRANTIES, FITMENT & CORE EXCHANGES

(a) Our goods 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 compensation for any other reasonably foreseeable loss or damage.

(b) **Professional Installation & Compatibility Disclaimer:** Heavy vehicle HVAC, high-voltage heat pump systems, and battery thermal management systems (BTMS) must be installed by licensed and qualified heavy vehicle technicians or qualified auto-electricians. Incorrect installation, modification, or improper system charging voids manufacturer warranties.

(c) Remanufactured, Legacy Components & Core Exchange:

- Where Products are explicitly designated as "Remanufactured," "Reconditioned," or "Re-engineered", the Customer acknowledges that such items may utilize reconditioned original housings, restored sub-assemblies, or modified componentry engineered to meet or exceed original operational specifications. Minor cosmetic imperfections or finish variations that do not affect operational performance shall not be deemed defects.
- **Core Deposits & Returns:** Where an order requires a core unit exchange (e.g., compressors, remanufactured alternators, high-voltage modules), any core deposit charged will be refunded only upon receipt and technical inspection of the returned core. Cores must be returned within 30 days, complete, fully assembled, off the same vehicle application, and free of structural cracking, fire damage, or unrepairable physical destruction. Non-qualifying cores may result in partial or full forfeiture of the core deposit.

7. INTELLECTUAL PROPERTY & WEBSITE USE

(a) The Website, the Purchase Services, and all of the related products of ACAPS are subject to copyright and intellectual property protections under the laws of Australia and through international treaties.

(b) Users may not copy, reproduce, reverse engineer, or scrape product listings, technical manuals, Smart Parts data schema, or media content without prior written permission from ACAPS.

8. LIMITATION OF LIABILITY & INDEMNITY

(a) ACAPS' total liability arising out of or in connection with the Purchase Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Purchase Services or Goods to you.

(b) ACAPS is not liable for indirect, incidental, special, or consequential loss, loss of profits, fleet downtime, or operational delays resulting from component lead times or technical support services.

9. GOVERNING LAW & DISPUTE RESOLUTION

(a) These Terms are governed by the laws of New South Wales, Australia. Any dispute, controversy, or claim arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the courts of New South Wales.

10. CONTACT INFORMATION

For questions, warranty claims, trade credit applications, or technical inquiries regarding these Terms, please contact:

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