

1. QUOTATIONS AND ORDERS

- 1.1 All quotations are valid for a period of seven (7) days from the date of issue, unless otherwise stated in writing.
- 1.2 Orders are subject to acceptance by ACDC and shall only become binding once confirmed in writing.
- 1.3 Quotations are based on the information supplied at the time and may be subject to adjustment should the specification change.
- 1.4 Quotations are provided as a whole and may not be separated unless expressly agreed in writing.

2. PRICES

- 2.1 Prices are quoted exclusive of value-added tax (VAT) or equivalent sales tax applicable in the country of purchase, unless otherwise stated.
- 2.2 Value Added Tax (VAT) or equivalent sales taxes applicable in the country of sale shall be added to all prices quoted.

3. PAYMENT

- 3.1 Unless otherwise stated in the quotation or otherwise agreed in writing, all payments shall be made in the applicable currency depicted in the quotation.
- 3.2 For cash sales, payment may be made by cash, approved credit card, or electronic funds transfer (EFT). Goods will only be released once the EFT payment has cleared into ACDC's designated bank account.
- 3.3 For account sales, where the purchaser has approved account facilities, payment in full is due on or before the end of the month following the month in which the invoice was issued. To qualify for any settlement discount offered, payment must be received by ACDC on or before the due date. Each payment must be accompanied by a remittance advice to ensure correct allocation.

4. DELIVERY

- 4.1 Delivery dates are estimates only, and ACDC shall not be liable for delays beyond its reasonable control.
- 4.2 The cost of transport, off-loading, and positioning of equipment and stock supplied are excluded unless expressly stated in writing.
- 4.3 Risk in the goods passes to the purchaser upon acceptance of delivery, whether full payment has been made.
- 4.4 Ownership remains vested in ACDC until full payment is received.

5. IMPORTED GOODS

- 5.1 Delivery times for imported goods are subject to shipping schedules, customs clearance, and other external factors.
- 5.2 ACDC shall not be responsible for delays caused by foreign suppliers, shipping lines, or customs authorities.

6. WARRANTY

- 6.1 All goods supplied by ACDC carry a minimum implied warranty of quality for six (6) months from the date of delivery. Where a longer manufacturer's warranty applies, such warranty shall run concurrently with the statutory implied warranty during the initial six (6) month period. It shall continue thereafter strictly in accordance with the manufacturer's warranty conditions. Nothing in this clause limits or excludes any rights that consumers may have under applicable consumer protection laws in the country of purchase.
- 6.2 The implied warranty means that goods will be reasonably suitable for their intended purpose, of good quality, in good working order, and free of defects, subject to ordinary wear and tear and proper use.
- 6.3 If goods fail to meet this standard, the customer may, within six (6) months, return the goods for repair, replacement, or refund at their election.
- 6.4 Any repair or replacement will carry a further warranty for three (3) months, or the balance of the original six (6) months, whichever is longer.
- 6.5 Any repair or replacement will carry a further warranty for three (3) months, or the balance of the original six (6) months, whichever is longer.

7. RETURNS AND REFUNDS

- 7.1 All returns must be accompanied by the original invoice, which shall serve as proof of purchase.
- 7.2 Claims for supply errors, missing items, or goods received in a damaged condition must be reported immediately in-store, or via www.acdcexpress.com
- 7.3 ACDC reserves the right to inspect returned goods before approving any repair, replacement, or refund.
- 7.4 Goods not meeting return requirements or found to have been misused will not be considered for a return or refund.
- 7.5 Goods that don't qualify for a return or refund shall be returned to the customer at the customer's expense

8. PRICING DISCREPANCIES

- 8.1 The purpose of this clause is to regulate how ACDC addresses pricing discrepancies between displayed prices and prices charged at the point of sale.
- 8.2 ACDC undertakes every reasonable effort to ensure that prices displayed in-store, online, and in promotional material are accurate at the time of publication.
- 8.3 Databases and systems are updated on a scheduled basis to reduce the risk of errors, but technical and operational factors may still result in discrepancies.
- 8.4 ACDC reserves the right to confirm the final price at the point of sale before concluding any transaction.
- 8.5 ACDC reserves the right to decline to honour obviously incorrect prices that a reasonable consumer would recognise as an error.
- 8.6 ACDC reserves the right to adjust displayed prices without prior notice where system corrections are required, subject always to applicable consumer protection laws in the country of purchase.
- 8.7 Where the system price is higher than the displayed price, the customer will be informed and may elect not to proceed with the transaction without any penalty.
- 8.8 Where the system price is lower than the displayed price, the lower price shall apply.
- 8.9 A transaction will only be concluded once both parties agree on the final price as determined by the point-of-sale system.
- 8.10 Nothing in this clause limits or excludes any rights conferred on consumers under applicable consumer protection laws in the country of purchase.

9. LIMITATION OF LIABILITY

- 9.1 Except where otherwise provided by applicable consumer protection laws, ACDC shall not be liable for indirect, incidental, or consequential damages arising from the use or supply of goods.

10. GOVERNING LAW

- 10.1 These Terms and Conditions are governed by the laws of the country in which the store of purchase is located.
- 10.2 Any disputes arising shall first be raised with ACDC through its internal customer service process. If the dispute cannot be resolved internally, it shall then be referred to the recognised consumer protection authority or an equivalent ombudsman in the country of purchase. Failing this, it shall be resolved in the courts of that country.