



REFUNDS AND RETURNS POLICY

This Refunds and Returns Policy (**Policy**) was last updated with effect from 01/06/2024.

This Policy relates to any products or services you have acquired from Aluminum Specialties Group Pty Ltd (ACN 001 252 259) (**ALSPEC, us, we**) for which you seek a refund.

1. GENERAL

Our Policy is in addition to your rights under our [Standard Terms](#) and the Australian Consumer Law (**ACL**).

Publication of an amended Policy online by us will be deemed to be notice of the amendment to our Policy. ALSPEC may choose, but is not required, to directly notify you of the existence or content of any amendment to the Policy by any other means.

2. WHAT YOU SHOULD DO BEFORE PURCHASING PRODUCTS WITH US

Please read this Policy carefully before purchasing products or services from ALSPEC. By purchasing products or services from us, you agree to be bound by this Policy and our Standard Terms.

We recommend that you inspect any products prior to purchase (to the extent reasonably possible) or on receipt of the products. This is to ensure that you are satisfied with the products and that they:

- are of acceptable quality;
- match our description or sample or demonstration model; and
- are in the quantity which you require.

3. SAME DAY 'CHANGE OF MIND' RETURNS AND REFUNDS

(a) If you change your mind (**Change of Mind Return**), you may return your product to ALSPEC on the same date you purchased the product to the store at which you made your purchase and in our absolute discretion we will, at our option:

- (i) provide you with an in-store credit note (less any applicable shipping charges and restocking fees) for use at the store at which you made your purchase, and which can be used towards your next purchase from us; or
- (ii) exchange or replace the product.

(b) For a Change of Mind return, the product must be:

- (i) unused, in saleable and undamaged condition;
- (ii) in its original unopened and sealed packaging; and
- (iii) accompanied with proof of purchase.

- (c) Subject to the ACL, and unless your products are faulty, damaged, or do not meet the product description provided by us, we do not accept 'change of mind' returns for the following types of products: 'on-sale' / reduced items, gift cards, or custom-made products.
- (c) If we opt to provide you with a refund, unless otherwise agreed between ALSPEC and you, your refund will be provided in the same form as your original payment. You may choose (but we are not required) to provide your refund via cash, bank transfer or credit off your next purchase.
- (d) If you do not have a receipt/tax invoice, or are unable to produce the card that you paid with, we require proof of identity (eg driver licence) to issue a return, which we will record. Without this, we may not be able to accept your return.

4. THE ACL AND YOUR RIGHTS WHEN YOU PURCHASE AS A CONSUMER

- (a) You or your business may be able to access certain rights under the ACL if you meet the definition of a 'consumer' when purchasing products or services. Our products come with consumer guarantees that cannot be excluded under the ACL.
- (b) Nothing contained in this Policy or our Standard Terms shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy or other obligation implied by the ACL which cannot by law be excluded, restricted or modified.
- (c) Where there are consumer protection laws or any other mandatory legislation in your jurisdiction that cannot legally be excluded, those laws take precedence to the extent permitted at law.
- (d) For a **major** problem:
 - (i) with a product, you are entitled to a refund or a replacement of the same type of product (or you may keep the product and be compensated for the drop in value caused by the problem);
 - (ii) with a service, you may:
 - (A) cancel the contract and get a refund (less reasonable costs for any work done so far and as expected); or
 - (B) keep the contract, but pay a lower price that takes the problem into account;
- (e) For a problem with a product or service, that is **minor**, we may:
 - (i) fix the problem or repair the product for free within a reasonable time; or
 - (ii) offer a replacement or refund for your product within a reasonable amount of time.
- (f) Unless otherwise agreed between you and ALSPEC, your refund will be provided in the same form as your original payment. You may choose to take your refund via issue of a credit note for use at any of our stores or if you are a credit account holder with us you can ask our credit team for your credit to be issued against your credit account, however we cannot require you to take your refund by way of credit.
- (g) Please retain your receipt, as we may require proof that you purchased the product from us.

5. Product recall

- (a) On rare occasions, questions regarding a product's quality, safety or errors in packaging or shipment do arise in our industry. ALSPEC has a plan to swiftly and effectively remove such products from our stores. Any product that does not meet the government's and our own standards in any of these areas will be efficiently removed from sale and we will notify our customers via a product recall alert and by notice via our website.
- (b) You are welcome to return the recalled product to any of our stores with your valid and intact receipt for a refund. If you can show that you paid full price for the product, you will receive a full refund.
- (c) For more information you can visit the [ACCC's Product Safety Recalls Australia website](#).

6. ADDITIONAL INFORMATION

- (a) To help us speed up the refund and returns process, we may also ask you for any of the following:
 - (i) the sales order number and your customer order number relating to the products or services you have purchased with us;
 - (ii) the product code for the product your refund or return relates to;
 - (iii) the quantity of products you purchased with us;
 - (iv) tax invoice number; and
 - (v) your account number with ALSPEC (if any).
- (b) When returning products in any of our stores, all products for return, exchange or refund must be identified to staff upon entry into the store.
- (c) You may not be offered a refund, replacement or repair if you have substantially modified the product or misused the product contrary to user instructions or packaging labels.

7. CONTACT US

If you have any questions or concerns relating to your return, refund or any other aspect of this Policy please contact your local ALSPEC store or our Credit Team on 1300 ALSPEC or 1300 257 732 or at creditofficers@alspec.com.au.