

ALE-FMS-DR-POL-002 [Rev01]

# Customer Stock Return Policy

**Addresses** 

All Aletek workers, contractors and visitors.

**Effective** 

9<sup>th</sup> September 2021





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#### 1. Definitions

In this Warranty and the Warranty Registration:

ACL means Australian Consumer Law.

Aletek means Aletek Pty Ltd.

**Aletek product** means the Aletek branded product whose details are recorded on the invoice (or other proof of purchase).

Company means:

Aletek Pty Ltd,

8 Brickworks Circuit, Svensson Heights QLD 4670

ACN 130 957 701

ABN 86 130 957 701

Email: sales@aletek.com.au Telephone: 1300 886 628

Stock Return means this stock return.

**Stock Return Period** means the period described in section 3 of this Policy that applies to the Aletek product, as determined by its end-use or product type.

**Stock Return Registration** means the document completed by the Company (in any form and however titled) in respect of an Aletek product, which confirms the registration of that Aletek product for this Stock Return. Unless the context otherwise requires, it includes a copy of that document.

**You** (and your) refers to the customer named on the document as described within Stock Return Registration.

#### 2. Stock Return Period

#### 2.1. Standard Stock Return Period

This Standard Stock Return period is valid when it has been executed by the Buyer and is accepted by an Aletek Officer or Sales. The Start Date is the day that the Part was delivered to the Buyer. All Stock Return registrations begin on the original delivery date regardless of the date of sale. This Policy applies to the Aletek part/s identified.

#### 2.2. Change of Mind Returns – 30 Days

If you have changed your mind about your purchase, Aletek will be pleased to offer you a refund or exchange provided that:

- You return the item within 30 days of purchase
- You produce satisfactory proof of purchase. You must provide the Aletek Representative to whom you deliver the Aletek product, evidence that you purchased the Aletek product and the date of acquisition, by way of the documentation supplied in subparagraph 6. b).
  However, if you deliver the Aletek product to the Aletek Representative from whom you acquired it, that Aletek Representative may waive any of the requirement of an invoice of subparagraph 6. b).
- The item is in a re-saleable condition, including its original packaging (if any), is unused and as sold



Aletek reserves the right to decline an exchange, refund or repair where any product fault is caused by misuse or neglect.

### 3. Scope of Stock Return

#### 3.1. Limitations

This Policy does not include returns after use, misuse, abuse, accidents, collisions, fire, road hazards, theft, riot, explosion, lightning, earthquake, freezing, rust, chemical corrosion, physical or mechanical erosion, windstorm, hail, water or flood, salt, chemicals, vermin, negligence, vandalism, acts of God, or use of the machine beyond its rated capacity or contamination of fluids, fuels, coolants or lubricants. Aletek is not responsible for failures resulting 1) from any use or installation which Aletek judges improper; 2) from the use of any attachments, accessory items and parts not sold or approved by Aletek; 3) improper repair; 4) users delay in making Equipment available after being notified of a potential product problem; 5) unauthorised repairs or adjustments.

#### 3.2. Taxes

Buyer shall pay when due all taxes and assessments (if any) on the return of the Equipment.

#### 3.3. Transferability:

This Policy is not transferable without the expressed written consent of an officer of Aletek who reserves the right not to consent in its sole discretion.

#### 3.4. Restocking Fee

All accepted returns are subject to a restocking fee payable to Aletek Pty Ltd.

#### 3.5. Credit Notes

Credit notes for accepted returns will not be applied until goods are returned and receipted into Aletek warehouse premises.

#### 4. Disclaimer of Return Policies

- **4.1** The Aletek Return Policy is limited to specific responsibilities, is subject to limitations for failures resulting from certain situations and are subject to the buyers' obligations.
- **4.2** Aletek's standard return policy is limited to the provision of material and services as specified herein. Aletek is not responsible for incidental or consequential damages. In no event shall Aletek be liable for any other losses, damages, costs or expenses claimed by the Buyer including but not limited to loss from the failure of the Equipment to operate for any period and all other direct, indirect or special damages.
- **4.3** The Aletek representative to whom you claim this Stock Return Registration, must determine whether to accept or reject your request.



**4.4** If you have a complaint about the handling of your Stock Return claim, please contact Aletek by any of the means provided in section 1.

## 5. How to make a Stock Return Request

If you are eligible to make a claim under this Stock Return Policy and wish to do so, you must do so at your own expense in the following way:

- a) you must return the Aletek product to your nearest Aletek branch, at your own expense.
- b) you must produce the Aletek delivery docket relating to that Aletek product as well as the completed Stock Return Form, to the Aletek Representative to whom you deliver the Aletek product; and
- c) you must provide the Aletek Representative to whom you deliver the Aletek product, proof that you purchased the Aletek product and the date of acquisition, by way of the documentation supplied in subparagraph 5. b). However, if you deliver the Aletek product to the Aletek Representative from whom you acquired it, that Aletek Representative may waive any of the requirement of an invoice of subparagraph 5. b).