

Terms & Conditions

These terms and conditions apply to all your purchases from Aditech Pty Ltd (or referred to as 'Aditech' in this document). They contain very important information about your legal rights and obligations, including legal limitations and exclusions that apply to you. By placing an order for any product from Aditech ("store.aditech.com.au"), you ("Customer / Consumer") agree to be bound by the terms and conditions listed below. You and Aditech agree that the following terms and conditions are the exclusive terms governing the sales transaction between the Customer and Aditech. Any attempt to alter, supplement, modify or amend these terms and conditions by the Customer will be considered a material alteration of this agreement and, therefore, are null and void. In addition, these terms and conditions are subject to change at any time, without prior written notice. Therefore, please check these terms and conditions carefully each time you place an order with or accept delivery of any goods or services from Aditech.

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 for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. In addition to the rights and remedies you may have under the Australian Consumer Law also be entitled to benefits under the terms of any additional manufacturer's warranty. The manufacturer's warranty (if it applies to your product) does not in any way affect your rights under the Australian Consumer Law.

Refund, Return & Warranty Policy

Return Policy - Change of Mind Policy

At Aditech, we offer a 14-Day Change of Mind Returns Policy starting from the date of goods received. Return your items without a restocking fee if they meet the following criteria:

1. The product has not been opened or used.
2. The product is not a special ordered product: (items that were ordered from our supplier for your order directly)
 - a. Product was not a "Pre-Order" or "Available at Supplier" stock status at the time of ordering
 - b. Product is not ordered specifically for quoted projects (Commercial Sales)
 - c. Product is not an oversized product (not over 22kg weight or over 100cm in any dimension)
3. The product is not from one of the below categories:
 - a. Aditech Custom Built ESS or BESS systems, or part thereof
 - b. Open Box, Refurbished or Ex-Demo products
 - c. Software Licenses
 - d. Digital Items
 - e. Consumables
 - f. GSM Modems, Tablets and Starlink terminals
4. Order is not a bulk order consisting of more than 3 or more quantity.
5. The product is returned within 10 business days of approval of the return.

An exception to not being returned sealed would be if you were given incorrect information regarding the product compatibility by our staff or website.

All returns are subject to Aditech's inspection & final approval.

Please note that Change of Mind refunds exclude delivery, service, and surcharges fees. Aditech does not cover the cost of return deliveries for Change of Mind.

How do I request / notify a Refund, Return, Warranty Claim & or Consumer Guarantee Claim?

[Click here](#) to request/submit your Refund, Return, Warranty Request & Consumer Guarantee Claim

Please note if the product is deemed NO FAULT FOUND for any warranty claim or consumer guarantee claim, a service fee up to \$50 with any additional shipping or our supplier's re-stock charges may be applied; and any inspection / rejection fees by the relevant authorised service centre may also be applied. If a product is found to have been supplied to you in full compliance with the Australian Consumer Law, we may require you pay to Aditech all costs associated with returning the product to you.

How can I be eligible for Refund, Return, Warranty Claim & or Consumer Guarantee Claim?

To be eligible for a refund, return, warranty claim or consumer guarantee claim consumers must meet the following requirements:

- report the details of the fault and take the goods back to Aditech (or return them by post or courier);
- state what remedy you would like. Aditech does not guarantee that the remedy you request will be granted;
- provide proof of purchase when returning the goods;
- stop using the faulty item;
- ensure reasonable care is taken while the goods are in your possession.
- be sure that you did not cause the fault ie. fault was not caused by the product being used in an abnormal or non-recommended way. (Such a use may be noted in the manufacturer's warranty as rendering the manufacturer's warranty void);
- the product must not be disposed of, lost or destroyed. In other words, we need to be able to prove that the product has failed; and
- not have reduced in value by delay on the customer's part. Customers should bring faults to Aditech's attention soon after they occur.
- Aditech recommends that you carefully review the details of the manufacturer's warranty (if such a warranty applies) and ensure that you comply with the terms and conditions of the manufacturer's warranty. Aditech accepts no responsibility for non-compliance with the manufacturer's warranty.

Rejection of a return, a refund, warranty claim or consumer guarantee claim

Aditech reserves the right to reject a return, a refund, warranty claim or consumer guarantee claim if consumers:

- Change their mind about a product. This includes when a consumer has found a cheaper product elsewhere, has bought a gift that is unsuitable (where the consumer has not made any specific intended use of the product known to Aditech), or their circumstances have changed and they no longer require the goods.
- Caused the fault by using the product in an abnormal way. Such a use may be noted in the manufacturer's warranty as rendering it void, or it may be a use that you wouldn't reasonably expect the product to perform.
- Damage the product by making alterations not performed by us.
- Damage the product where the damage is caused by any factors beyond our control.
- Are unable to provide a proof of purchase, namely a tax invoice.
- Are responsible for damaging the goods by not following the care instructions (if any are provided).

Restocking products

In some circumstances, we are happy to offer our consumers with a conditional courtesy return if consumers want to exchange products purchased incorrectly provided the:

- customer notifies Aditech within 7 days of receipt of delivery of the product;
- products are not opened, used and are still in pristine condition;
- customer accepts a minimum restocking fee of 20% of the purchase price;
- Aditech may reject the return upon inspecting the condition of the products and will return the products to the customer at the customer's expense.

Acceptance of such returns are at the discretion of Aditech.

How do I receive my refund or credit?

In most instances a refund will be process in the same manner as payment received; Credit Card or EFT. You may also nominate to retain the refund value in form of a Store Credit, which will be applied to your Aditech Store Account.

Returning goods to Aditech

Aditech does not take any responsibility for any goods damaged or lost in transit when the customer sends the product back to us for warranty or return. The manufacturer's warranty may be voided if the product is damaged in transit. Please ensure the product is packed appropriately for shipping before sending it back to us. If you are unsure about how to pack a product appropriately for shipping please contact us. The customer may be responsible for any and all charges associated with returning the goods to Aditech except where the cost of transporting the goods is significant due to the size, height or type of problem with the goods. Some charges may be reimbursed by Aditech to the consumer where the consumer is entitled at law to have those charges reimbursed to them.

Consumers may personally return goods to Aditech during business hours 9:00am and 5:00pm Monday – Friday. Prior arrangement and a Return Authorisation is required, unless otherwise organised with staff.

For RTB (return to base) manufacturer's warranty claims: customers are required to send the unit back to Aditech or to the authorised service centre with proof of purchase and a detailed fault description. Aditech requires all customers to use our online RA (return authorisation) system to obtain further information on the warranty procedures and also access online status updates.

For Manufacturer direct warranty claims: customers are recommended to contact the manufacturer for expert technical support & warranty assistance, to lodge warranty claims and organise pickup or delivery. Please note, Aditech does not provide pickup services on behalf of the manufacturer/3rd party service centres. Please read manufacturer's warranty cards/manuals for additional information regarding support and warranty.

In cases where goods are returned to us for repair that contain User Generated Data (as that term is defined in the Competition and Consumer Act 2010 (Cth)) we advise that repairing the goods may result in the loss of the User Generated Data. User Generated Data may include (but is not limited to) data stored on a computer Hard Drive, GSM Modem, Inverter, digital device or USB.

Special Orders, Clearance, Discontinued Items, Free products, Software and Consumable Products

Aditech does not accept the return or exchange if consumers;

- simply changed their mind;
- no longer require due to changed personal circumstances;
- found the product cheaper somewhere else;
- the goods are damaged due to misuse; or
- already knew of a particular fault in a product or we advised you of a particular fault in a product prior to purchase.

A limited warranty may also apply for clearance, discontinued, or free product. Please read the product description or contact us for more details if you are unsure whether a product within the category above has limited warranty or not.

Manufacturer's Warranty

Before any manufacturer's warranty claim, consumers are requested to make sure the product is:

- Not affected by being used incorrectly or in an abnormal way. Such a use may be noted in the warranty as rendering it void, or it may be a use that you wouldn't reasonably expect the product to perform.
- Not disposed of, lost or destroyed. In other words, there needs to be proof that the product has failed.
- Not reduced in value by delay on the customer's part. Customers should bring faults to Aditech's attention soon after they occur.

When Aditech is not the manufacturer or authorised service agent, it is highly recommended that customers contact the manufacturer's technical support directly for any troubleshooting or technical support advice before you return the product to us for a warranty claim. Some of these

manufacturer provided support services are free and may provide you expert technical advice. If the product is deemed faulty, in many cases, a tech support case number is assigned.

This can expedite the warranty process when lodging a warranty claim with Aditech or directly with the manufacturer.

Some manufacturers provide onsite or pickup and delivery services. These direct manufacturer services, in general, allow for a quicker turnaround of warranty claims.

Due to the Privacy Act, Aditech cannot apply for a warranty claim on the customer's behalf directly with the manufacturer.

If the manufacturer directs you to return the product back to us then you should lodge a warranty request via the online RA service.

Aditech provides an online RA (return authorisation) Service for all the warranty and return claims:

- Log into your online user account. (You must be the authorised person to access the user account).
- Fill the online RA request form. (SKU number can be found on your invoice number).
- Include details of the fault description or reason for return. ("product faulty" or "don't work" is not a good fault description for the warranty or consumer guarantee claim).
- Once the RA request is approved, you will receive a return authorisation number, which is the reference number used for the return to us and allows you to track your warranty status.
- You will receive an email notice each time your online job is updated.
- You can view your RA Status by clicking Job/RA Inbox in My Accounts page.
- You can contact us through the online job / ticket if you want to check status updates regarding your return.

Please note: The actual manufacturer's warranty process may vary for different manufacturers and/or suppliers, so we cannot provide an accurate timeframe of how long the process will take for a particular product in the first instance. Status updates are provided once further information is received from the manufacturers, their service centre or agents.

Aditech also reserves the right to apply any service fees for any warranty claims to cover all costs incurred including inbound & return freight, supplier/manufacturer service fees etc if the returned product is found to be not covered by warranty, warranty has expired, or no fault is found or the item was physically damaged.

Online Store Order Policy

Our online store operates purely as an online store only and therefore function differently from a traditional retail store.

For any other arrangement, please discuss with our team

Backorders (Pre-Orders)

A backorder occurs when we don't have the product in stock and will need to order it from our suppliers. This procedure generally takes 1 - 14 days for the stock to arrive at our warehouse. Usually when backorders occur we will notify you the estimated time of arrival (ETA) by email or phone.

Order Modify / Cancellation

No modification of orders (changing items) can occur after your order has been approved and is in the "Processing" status, unless the item is on a lengthy back order. The most effective process in this case is to use our online chat from our website.

To cancel/modify an order please use our online Chat or submit an enquiry via My Account: My Orders -> Enquiry -> Job Ticket system, If you are unable to submit a modification/cancellation then your order has passed the approval stage and your order is therefore final.

Dispatch Times

Dispatch times are subject to stock availability and may vary due to stock being sold out.

Shipping Policy

The total cost for purchase of any product will include shipping and handling charges, these charges are shown on the Aditech invoice and details in the check out process.

Please note that customers are responsible for all freight charges for re-deliveries, incorrect delivery details and these are added to the invoice total.

Items unavailable (no stock)

Orders are released for despatch when all products have been allocated to the order.

Any items that are unavailable due to a change in stock availability will be placed on back order. Aditech will endeavour to fulfil your backorder as soon as possible and will notify you or update your item status with ETAs where possible. Should suppliers also not have the product in stock then you may request a modification, refund or store credit for the item/s and request a part shipment of your order.

Please check our web site for the back ordered item's estimated time of arrival. Please note that these dates are estimates, and are not guaranteed to arrive on that date. Your product(s) will be promptly shipped as soon as the product arrives.

Your account will be charged for the entire order, so that Aditech can reserve the product and price for you. If this is not acceptable, you may cancel that portion of the order, and request an immediate credit.

You can view real-time stock allocations to your order and updated ETAs at My Account -> My Orders -> View Invoice.

Risk of Loss

Aditech will arrange for shipment of ordered product(s) to the Customer, meaning title to the product(s), except software, and risk of loss passes to the Customer upon delivery to the carrier. Aditech reserves a purchase money security interest in the product(s) until its receipt of the full amount due. Customer agrees to allow Aditech to sign appropriate documents on Customer's behalf to permit Aditech to protect its purchase money security interest. Title to software will remain with the licensor(s). All software is provided subject to the license agreement of the software maker. The Customer agrees to be bound by any software license agreement once the seal on the package is broken. Aditech will advise the Customer of estimated shipping dates, but Aditech will, under no circumstances, be responsible for delays in delivery, and associated damages, due to events beyond its reasonable control, including without limitation, acts of God or public enemy, acts of federal, state or local government, fire, floods, civil disobedience, strikes, lockouts, and freight embargoes.

Aditech can arrange insurance for loss or damage upon request. This transport carrier insurance will need to be quoted prior to shipping and may be arranged prior to completing your online order. For all enquiries of this type please email support@aditech.com.au, or jump on our live Chat from the website.

Payment Policy**Payment Ways & Terms**

Orders: An order is not binding upon Aditech until it is accepted & approved by Aditech. Aditech must receive full payment before it will accept, approve & process an order. Payment for product(s) ordered is due prior to shipment & back orders (pre-order).

Aditech only accept payments made by;

- Credit Card
- Direct Deposit transfer only

Payment Transaction Fee

- Credit/Debit Card: 0%
- Bank Transfer: 0%

Aditech Credit Card Verification

As part of our verification process we will utilise various procedures to ensure ultimate protection to the Credit Card holder. These processes may include but not limited to verbal verification via phone or a request for written Authorisation, photo identification including valid Driver Licence, Utilities bill or the copy of the credit card or a request for your bank statement displaying the debit entry.

Please note: Aditech reports all attempted credit card fraud immediately to Australian Federal Police. (www.afp.gov.au)

Aditech Store (credit).

- Aditech Store Credit cannot be redeemed for cash.
- Aditech Store Credit is not transferable and refundable.
- Aditech reserves the right to change the terms and condition of Aditech Store credits without further notice.

Product Information Policy**Price Protection**

Our website is updated frequently to ensure that you'll view the latest products and correct pricing available, and that you receive all of the latest savings. At the time you make a purchase you agree to the listed price. The listed price is subject to change.

Aditech reserves the right to make changes and corrections in prices, products and specifications without notice due to errors arising from misprints, technical and human errors.

Product Images and other Images

All product images on Aditech website may vary from the actual product. All typographical errors are subject to correction. Please note that images are only to be used as a point of reference and are not indicative, in any way, of the actual product.

Product Descriptions and Specifications

Please be assured that Aditech make every effort to ensure product description accuracy, however specifications, features, documents and graphics published may contain technical inaccuracies or typographical errors. If an error is made or a product is listed at an incorrect price, Aditech will endeavour to correct the error as soon as possible. Should you receive an order which does not match the online product description please contact Aditech.

Product Availability

Please note that product availability is subject to change at any time. Stock showing as available at time of ordering may sell out and therefore be on backorder. Aditech will endeavour to fulfil your order as soon as possible and will notify you or update your item status with ETAs where possible. Should suppliers also not have the product in stock then you may request a modification, refund or store credit.

Webcrawlers (MyShopping, StaticIce, Google etc)

Aditech does not accept any responsibility for errors made by companies such as MyShopping, StaticIce etc who retrieve data from our site and list it on their own. In these circumstances it is the end users responsibility to ensure that what they are ordering is correct. If you have any questions concerning a product please do not hesitate to contact us, please keep in mind we do not refund or exchange for incorrect purchases.

Other Policy

Governing Law and Jurisdiction

Any dispute arising out of or related to these Terms and Conditions or the sales transaction between Aditech and Customer shall be governed by the laws of the State of Victoria or as defined by the Australian Consumer Law.

Severability

If any provision contained in this agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this agreement, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable law.

Waiver

The failure of either party to require performance by the other party of any provision of this agreement shall not affect in any way the first party's right to require such performance at any time thereafter. Any waiver by either party of a breach of any provision in this agreement shall not be taken or held by the other party to be a continuing waiver of that provision unless such waiver is made in writing.

Entire Agreement

These terms and conditions, together with the Aditech's invoice respecting the products ordered by Customer, are the complete and exclusive agreement between Aditech and Customer, and they supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications between Aditech and Customer relating to the subject products. This agreement may not be explained or supplemented by any prior course of dealings or trade by custom or usage.

Limitation of Liability

Subject to 'Competition and Consumer Act' set out below our total liability with respect to any statutory guarantees (as that term is defined in the Competition and Consumer Act 2010 (Cth) ("CCA")) when a problem with a product purchased by a consumer is major is limited to:

- (a) payment to the consumer of the cost of purchasing the goods; or
- (b) replacement of the goods or the supply of equivalent goods; or
- (c) payment of an amount equivalent to any drop in value of the goods as a result of the major failure.

Subject to 'Competition and Consumer Act' set out below our total liability with respect to any statutory guarantee owed to a consumer when a problem with a product purchased by a consumer from us is minor is limited, at our option to:

- (a) the replacement of the goods; or
- (b) the repair of the goods; or
- (c) the payment of the cost or replacing the goods or of acquiring equivalent goods.

All express or implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise) relating to these terms and conditions, that are not contained in it, are excluded to the fullest extent permitted by law.

Competition and Consumer Act

Nothing in this document excludes, restricts or modifies any condition, warranty, statutory guarantee, right or remedy, implied or imposed by common law, statute or regulation which cannot be lawfully excluded, restricted or modified, which may include the Competition and Consumer Act 2010 (Cth) and corresponding provisions and relevant laws containing implied terms and/or statutory guarantees which operate to protect the purchasers of goods and services in various circumstances.

Business Details

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ABN: 81125407105

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Victoria, Australia

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Phone: +61439730771

Website: www.aditech.com.au