

# CHIP IT TERMS AND CONDITIONS (Returns and Refund) Policy

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## 1. INTRODUCTION AND OVERVIEW

All products purchased from CHIP IT Australia P/L (CHIP IT) are sold on a "No Return Basis", unless agreed to with sole discretion of CHIP IT and with a restocking fee of up to 25%, so please choose carefully. We offer a return policy on products that are "Dead on Arrival", "Damaged in Transit" or "Incorrectly Shipped". Details of our "No Return Basis", "Dead on Arrival", "Damaged in Transit" and "Incorrectly Shipped" policies are provided below.

Unless otherwise specified, the rights and benefits set out in this Terms and Conditions (Returns) Policy are additional to all conditions, warranties, guarantees, rights, remedies and other terms expressed or implied under any manufacturer's warranty. Details of our manufacturer's warranty Terms and Conditions (Returns) Policy are set out below.

Nothing in this Terms and Conditions (Returns) Policy excludes, or purports to exclude, any warranties or conditions expressed or implied by the Trade Practices Act 1974 (Commonwealth) or any other applicable legislation, that cannot be (or have not been) excluded by agreement. This Terms and Conditions (Returns) Policy must be read subject to such warranties and conditions, and all references in this Terms and Conditions (Returns) Policy to "statute" refer to statutory provisions that cannot be (or have not been) excluded by agreement. CHIP IT HEREBY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This Returns and Refund Policy forms part of, and is to be read in conjunction with, CHIP IT' Delivery and Privacy Policies. CHIP IT may, at its sole option, revise any part of this Returns and Refund Policy from time to time without notice. Prices and availability are subject to change without notice. Typographical, product description, pricing, images and other errors are subject to correction, even after orders and/or payment are accepted.

CHIP IT does not guarantee product compatibility. Under certain circumstances, products will not be eligible for return, and not all products that are eligible for return are to be returned to CHIP IT. Carefully review all return policies (below) before making the Customer's purchase. Shipping charges may apply and are not refundable, except as otherwise provided under this Terms and Conditions (Returns) Policy, manufacturer's warranty or other contract or statute.

If the Customer still has questions after reading our Terms and Conditions (Returns) Policy, please do not hesitate to contact the CHIP IT team.

## 2. RETURN PROCEDURES

All goods to be returned, whether defective or not, will require a Return Authorisation (RA) Number before they can be returned. To obtain a RA number, please contact the CHIP IT team.

The Customer will need to supply the following information, most of which will be on the Customer's packing slip or invoice before a Return Authorisation Number is issued:

- Name and contact details of original purchaser
- Our Invoice number
- Part number of product to be returned
- Date on packing slip or invoice
- Reason for return
- The Customer's name and contact details

Each RA number is only valid for one (1) product and must match the product authorised for return. RA numbers are only valid for 7 days. Chip It must receive the returned product within this period otherwise, the return may not be accepted if it is returned as "Unopened Product".

It is the responsibility of the customer to ensure that all products are suitably packaged in order to prevent damage during return shipping. The customer must not write on or attach labels directly to the product being returned; otherwise, the return may not be accepted. A copy of the original packing slip or invoice, or other proof of purchase, must be included with the returned product. If such proof of purchase is not provided, no replacement or refund will be provided.

The RA number should be clearly visible on BOTH the OUTSIDE and INSIDE of the product-shipping carton and addressed to the following address (unless otherwise directed):

CHIP IT - Returns  
26B Hilly Street

Mortlake NSW 2137  
Australia.

For "Dead on Arrival", "Damaged in Transit" or "Incorrectly Shipped" product, CHIP IT will arrange for the product to be picked up for return to CHIP IT. The method might vary depending on the product. For all other returns, subject to any rights the customer might have under Manufacturer's Warranty or otherwise under contract or statute, the customer is responsible for all costs associated with return of the product to CHIP IT and CHIP IT will not pay or reimburse any associated costs.

CHIP IT recommends that products returned by post be sent by registered or certified mail. CHIP IT accepts no responsibility for loss or damage occurring in transit on return to CHIP IT.

**IT IS THE CUSTOMER'S RESPONSIBILITY TO PROVE THE ITEM WAS NOT ONLY SET BUT DELIVERED TO CHIP IT. PROOF WILL CONSTITUTE A SIGNED CONFIRMATION FROM CHIP IT STAFF PRESENTED BY THE COURIER COMPANY**

If a product is not "Dead on Arrival", "Damaged in Transit" or otherwise returnable under this Terms and Conditions (Returns) Policy, and is not returned to us in the original unopened packaging, it may be returned to the Customer at the Customer's cost.

CHIP IT will test all products returned as "Dead on Arrival" or "Damaged in Transit" within 7 days of receipt into CHIP IT possession. Some products may need to be returned to the manufacturer for testing. If the Customer's product is in full working condition or any defects or damage can be shown to have been caused after the Customer took receipt of the product, it will be returned to the Customer and the Customer will be invoiced for the processing and freight costs associated with the return. These invoiced amounts will be payable by the Customer within 7 days of receipt of invoice.

Unless stated otherwise under this Terms and Conditions (Returns and Refund) Policy, any manufacturer's warranty or other contract or statute, CHIP IT reserves the right to refuse any returns that:

- are incomplete or missing parts; or
- are not returned in their original packaging, or suitable packaging; or
- show signs of physical damage to the product or its packaging; or
- do not include a valid Return Authorisation Number on the shipping label; or
- have an expired RA number.

Please note that events such as wilful damage, misuse, unauthorised repair or tampering with a product will prevent a product being accepted for return.

Absolutely no refunds on fuel pumps, wiring harness, turbo kits, intercoolers, custom made items, exhaust systems, down pipes, special orders or electronic parts.

### **2.1a Dead on Arrival Product**

In the event that the Customer receives a product that is not in working order, the Customer should notify our Customer Service staff immediately upon receipt of the product and within 3 business days. In the event that a product develops a fault that appears to have been caused during its manufacture or otherwise prior to purchase (excluding, for example, faults due to wilful damage, environmental conditions or customer misuse or other post-purchase), the Customer should contact the CHIP IT team immediately upon noticing the fault so we can process the return as a "Dead on Arrival Product".

The Customer will be issued with a RA number in accordance with the above procedures.

If possible, the Customer should package and address the product for return in accordance with the above procedures (see "Return Procedures"). To minimise processing time and potential difficulties in proving the cause of damage, we recommend that all "Dead on Arrival Products" be returned to CHIP IT within 14 days of purchase.

We will arrange for the product to be collected from the Customer for return to CHIP IT. If it is reasonably determined, by CHIP IT or the manufacturer, that the product is not defective, it will be returned to the Customer and the Customer will be invoiced a processing fee and freight costs associated with the return. These invoiced amounts will be payable by the Customer within 30 days of receipt of invoice.

For products which are determined, by CHIP IT or the manufacturer, to be "Dead on Arrival", a credit will be issued for the original purchase price of the product returned and the freight costs associated with the initial delivery to the Customer.

Please note that events such as wilful damage, misuse, unauthorised repair or tampering with a product may prevent a product being accepted for return.

### **2.1b Damaged in Transit Product**

In the event that the Customer receives a product that appears to have been "Damaged in Transit" – that is, damaged in transit from CHIP IT to the Customer – the Customer should:

- Refuse to accept delivery of the product,
- Direct the courier to "Return goods to sender" and
- Contact the CHIP IT team immediately.

If the Customer has already accepted delivery, and then notice that the product appears to have been damaged in transit, the Customer should contact the CHIP IT team immediately. The Customer will be issued with a Return Authorisation Number in accordance with the above procedures. If possible, the Customer should package and address the product for return in accordance with the above procedures (see "Return Procedures"). To minimise processing time and potential difficulties in proving the cause of damage, we recommend that all "Damaged in Transit Products" be returned to CHIP IT within 14 days of purchase. We will arrange for the product to be collected from the Customer for return to CHIP IT. If it is reasonably determined by CHIP IT that the product has not been damaged in transit, it will be returned to the Customer and the Customer will be invoiced a processing fee and freight costs associated with the return. These invoiced amounts will be payable by the Customer within 30 days of receipt of invoice.

For products which are determined by CHIP IT to be damaged in transit, a credit will be issued for the original purchase price of product returned and the freight costs associated with the initial delivery to the Customer.

Please note that events such as wilful damage, misuse, unauthorised repair or tampering with a product may prevent a product being accepted for return.

### **2.1c Incorrectly Shipped Product**

In the event that the Customer receive a product that is different to the one ordered ("Incorrectly Shipped Product"), the Customer should contact the CHIP IT team immediately upon receipt of the product. The Customer will be issued with a Return Authorisation Number in accordance with the above procedures. If possible, the Customer should package and address the product for return in accordance with the above procedures (see "Return Procedures"). For all "Incorrectly Shipped Products", a credit will be issued for the original purchase price of product returned and the freight costs associated with the initial delivery to the Customer. We will arrange for the product to be collected from the Customer for return to CHIP IT.

If it is found by CHIP IT that the product was shipped correctly (for example, where the Customer have ordered the wrong product by mistake), it will be returned to the Customer unless validly returned under one of the other policies contained in this Terms and Conditions (Returns) Policy. If it is returned to the Customer, the Customer will be invoiced a processing fee and freight costs associated with the return. These invoiced amounts will be payable by the Customer within 30 days of receipt of invoice.

Please note that events such as wilful damage, misuse, unauthorised repair or tampering with a product may prevent a product being accepted for return.

### **2.1d Faulty Product**

In the event that the product the Customer have received is faulty on receipt or develops a fault, the Customer may be able to return it under one of the "Dead on Arrival Product" or "Damaged in Transit Product" procedures above.

Please note that events such as wilful damage, misuse, unauthorised repair or tampering with a product may prevent a product being accepted for return.

In such cases that the manufacturer's warranty may also apply. Please refer to the procedures below in relation to manufacturers' warranties.

## **2.2 Manufacturer's Return Policy**

If manufacturer offers to accept opened product for return, then we will honour the manufacturer's Terms and Conditions (Returns) Policy where it involves us as the retailer.

The manufacturer's Terms and Conditions (Returns) Policy will direct the Customer to either:

- return the product directly to the manufacturer, its agent or a third party service provider; or
- return the product to the retailer from whom the product was originally purchased.

If the manufacturer directs the Customer to return the product to the manufacturer, agent or a third party, then the Customer should arrange for the product to be returned as directed and otherwise in accordance with the manufacturer's Terms and Conditions (Returns) Policy. The manufacturer will then organise any refund, repair or replacement payable under the policy.

If the manufacturer directs the Customer to return the product to us as the retailer, then the Customer should contact the CHIP IT team at least 7 days before the expiration date specified by the manufacturer; otherwise, the return may not be authorised in some circumstances.

The Customer will be issued with a Return Authorisation Number in accordance with the above procedures, but the Customer should specify that the goods are being returned under the manufacturer's Terms and Conditions (Returns) Policy. The Customer should also provide any additional information that may be required under the manufacturer's Terms and Conditions (Returns) Policy.

Where possible (and to the extent consistent with the manufacturer's Terms and Conditions (Returns) Policy),

- The Customer will need to package and address the product for return in accordance with the above procedures (see "Return Procedures") and
- The Customer will need to arrange for return delivery of the product to CHIP IT at the address listed in the above procedures.

CHIP IT will not pay or reimburse any costs associated with a customer-organised shipment unless it agrees to do so or is required to do so under this Terms and Conditions (Returns) Policy. The product should be received by our

warehouse within the period specified by the Manufacturer; otherwise, the return may not be authorised in some circumstances. For products which are validly returned under manufacturer's return policy, a credit will be issued for the original purchase price of product returned less any freight costs associated with the initial delivery to the Customer and the return delivery.

If the product has not been validly returned under manufacturer's return policy (or any other policy described in this Terms and Conditions (Returns) Policy), it will be returned to the customer and the customer will be invoiced a processing fee and freight costs associated with the return. These invoiced amounts will be payable by the customer within 30 days of receipt of invoice. Please note that events such as wilful damage, misuse, unauthorised repair or tampering with a product will prevent a product being accepted for return.

The following paragraphs must be read subject to any conditions, exclusions or qualifications contained in this Terms and Conditions (Returns) Policy, manufacturer's warranty or any other statute.

No warranty, or payment of warranty, or payment of warranty work performed, by a third party, will be accepted UNLESS:

- a) Prior agreement has been given in writing by CHIP IT, and
- b) CHIP IT has been asked to diagnose the issue or concern BEFORE warranty work has been commenced.

We will not pay warranty under any circumstances for tuning of the vehicle or module.

### **2.3 Opened Product**

We will not accept any opened product for return unless the product is returnable under the express terms of this Terms and Conditions (Returns) Policy, or under manufacturer's warranty or other contract or statute. Examples of conditions under which we would accept opened product are:

- "Dead on Arrival" or "Damaged in Transit" product.
- Product which develops a fault due to a cause occurring prior to purchase.
- Product that could be considered to be not of merchantable quality.
- Product that fails to perform to the manufacturer's specifications.
- Product that fails to perform as advertised.

Please note that events such as wilful damage, misuse, unauthorised repair or tampering with a product may prevent a product being accepted for return.

If a return is accepted by CHIP IT a restocking fee of 25% of the invoice cost of the item will be applied and payable BEFORE CHIP IT accepts the return.

### **2.4 No Return Basis Product**

The term "No Return Basis" means that, unless the product is "Dead on Arrival", or "Damaged in Transit", "Incorrectly Shipped" or otherwise returnable under manufacturer's warranty or other contract or statute, the product will not be accepted for return.

Examples of conditions under which we would accept "No Return Basis" product are:

- "Dead on Arrival" or "Damaged in Transit" product.
- Product that could reasonably be considered to be not of merchantable quality.
- Product that fails to perform to the manufacturer's specifications.
- Product that fails to perform as advertised.

Please note that events such as wilful damage, misuse, unauthorised repair or tampering with a product or contaminated gas will prevent a product being accepted for return.

### **2.5 Processing Credits/Refunds**

A credit note will normally be issued within 7 days of us receiving the goods returned in accordance with this Terms and Conditions (Returns) Policy, with the exception of goods that are not obviously faulty and may require testing. Where a product is returned because the Customer believes it is faulty and the fault cannot be observed by our internal testing, the product may need to be tested by the manufacturer. In such cases, the testing process may

result in delays of up to 28 days before we can determine whether a credit note will be issued. The credit note which is issued can then be used as a payment against future purchases or converted to a refund.

We will only issue refunds on request. For the Customer's security, all refunds will be made either by cash, cheque, or by applying a credit against the credit card used for the original purchase. The actual method of refund will depend upon the payment method used for the original purchase. In some circumstances, we may elect that a replacement product or repair is sufficient remedy instead of a full refund. This election will be at our sole discretion, but will only occur after consultation with the Customer and in accordance with relevant warranties, other contracts and statutes. If we elect to have a product replaced or repaired, we will do this at our cost and return the product (or its replacement) to the Customer promptly; in these circumstances, we will still refund the Customer's freight costs.

Where a 30 day Money back guarantee exists, the customer may return the item for refund if the product does not perform as described by Chip It. This guarantee does NOT apply where by a customer simply changes his or her mind about the purchase or has "second thoughts"

### 3. MANUFACTURER'S WARRANTY

With the exception of products that are clearly marked as "Ex-Demo", "Ex-Rental", soiled, second hand, imperfect or damaged, all products, unless noted otherwise, are sold with a full 12 months manufacturer's warranty ON PARTS WE MANUFACTURER and 5 years on the PC boards itself.

Parts supplied by CHIP IT made by other manufacturers will be covered by the OEM warranty taken up directly with the manufacturer. **CHIP IT have the right to refuse cover for third party products.**

Whereby a third party manufacturer directs the Customer to return the product to us as the retailer, then the Customer must contact the CHIP IT team within 14 days of first noticing the problem for which the Customer are claiming service under warranty, and at least 14 days before the expiration of the warranty period specified by the manufacturer otherwise we may not be able to authorise a return.

The following paragraphs must be read subject to any conditions, exclusions or qualifications contained in this Terms and Conditions (Returns) Policy, manufacturer's warranty or any other contract or statute.

No warranty, or payment of warranty, or payment of warranty work performed, by a third party, will be accepted UNLESS:

- c) Prior agreement has been given in writing by CHIP IT, and
- d) CHIP IT has been asked to diagnose the issue or concern BEFORE warranty work has been commenced.

If warranty has been accepted by CHIP IT then the following payment can be claimed by the repairer on the basis of \$66.00AUD per hour:

- A maximum of 20 mins out of 60 mins for removal and replacement of CHIP IT part(s)

We will not pay warranty under any circumstances for tuning of the vehicle or module.

The Customer will be issued with a RA number in accordance with the above procedures, but the Customer will need to specify that the goods are being returned under the manufacturer's warranty. The Customer should also provide any additional information that may be required under the "Manufacturer's Warranty" procedures set out in this Terms and Conditions (Returns) Policy.

The Customer should package and address the product for return in accordance with the above procedures (see "Return Procedures"). The Customer will need to arrange for return delivery of the product to the address listed in the above procedures. CHIP IT will not pay, nor reimburse any costs associated with a customer-organised shipment under manufacturer's warranty.

The product must be received by our warehouse at least 7 days prior to expiration of the manufacturer's warranty period so as to allow sufficient time for the product to be returned to the manufacturer before the expiration of the warranty period. Upon receipt of the product, CHIP IT will return the product to the manufacturer or its authorised service Centre or agent for repair/ or replacement. The product will be repaired/ or replaced at the sole discretion of the manufacturer. Should the manufacturer determine that the fault is not covered by the manufacturer's warranty, we will then advise the Customer of the quoted repair costs and ask if the Customer wish to proceed with the repair. If the Customer decides not to proceed with the repair, the manufacturer may charge the Customer an inspection fee. Once the product is returned to CHIP IT by the manufacturer or its authorised service centre or agent, we will arrange return delivery of the product to the Customer.

For products where the manufacturer has determined that the fault is not covered by the manufacturer's warranty, we require payment of the manufacturer's service charges and any costs associated with processing of the return prior to returning the product to the Customer. If the Customer has problems contacting the manufacturer or its authorised service centre or agent, then please contact the CHIP IT team so that we can assist the Customer with the Customer's warranty claim.

Please note that events such as wilful damage, misuse, unauthorised repair or tampering with a product or contaminated gas will prevent a product being accepted for return.

If a return is accepted by CHIP IT a restocking fee of 20% of the invoice cost of the item will be applied and payable BEFORE CHIP IT accepts the return.

A copy of the End User Terms and Conditions must have been supplied with the CHIP IT equipment so that the end user is fully aware of the Warranty of the CHIP IT Products.

NB. All and any third party equipment warranty such as tanks, must be taken up by the original supplier or manufacturer. CHIP IT does not provide warranty for items such as these.

#### **4. NON-WARRANTY SERVICE AND REPAIRS**

All claims for Service not covered by any kind of warranty should, in the first instance, be directed to the manufacturer or its authorised service centre or agent. If the manufacturer directs the Customer to return the product to us as the retailer, then the Customer must contact the CHIP IT team. The Customer will be issued with a Return Authorisation Number in accordance with the above procedures, but the Customer will need to specify that the goods are being returned for "Non-Warranty Service or Repairs". The Customer will need to package and address the product for return in accordance with the above procedures (see "Return Procedures").

The Customer will need to arrange for return delivery of the product to the address listed in the above procedures. CHIP IT will not pay or reimburse any costs associated with a customer-organised shipment for Non-Warranty Service or Repairs. Upon receipt of the product, CHIP IT will return the product to the manufacturer or its authorised service centre or agent for repair. The product will be repaired at the sole discretion of the manufacturer. Once the manufacturer has determined a repair cost, we will advise the Customer of the quoted repair costs and ask if the Customer wish to proceed with the repair. If the Customer decides not to proceed with the repair, the manufacturer may charge the Customer an inspection fee. Once the product is returned to CHIP IT from by the manufacturer or its authorised service centre or agent, we will arrange return delivery of the product to the Customer.

We require payment of the manufacturer's service charges and any costs associated with processing of the return prior to returning the product to the Customer. If the Customer has problems contacting the manufacturer or its authorised service centre or agent, then please contact the CHIP IT team so that we can assist in getting the Customer's product repaired.

#### **5. NEW VEHICLE DRIVE LINE WARRANTY**

In the event that a Motor Vehicle experiences drive line damage and a Customer returns the vehicle to the vehicle manufacturer WITHOUT THE CHIP INSTALLED to claim a warranty repair and the Vehicle Manufacturer attributes the fault to the Chip It Power Module and will not meet their **new vehicle warranty** obligations, Chip It will "Stand Behind Their Product" and cover the new car drive line provided the Manufacturer supplies a written report to Chip It stating the fault as follows: 1) "the Chip It Module was the cause of ... (stating problem) and 2) the Chip It Module caused the problem by ... (stating how the problem was specifically caused)" and if the claim is proven, Chip It will authorise repairs.

#### **6. PRICES & PAYMENT**

For each order, the Customer must pay: the applicable price for the relevant goods confirmed by CHIP IT; and the delivery and handling fee (if specified) on the proforma invoice or tax invoice (whichever is relevant) at that time.

For each offline order or quantity-based order, we will advise the Customer of total order amount before the order is processed and then negotiate the most appropriate payment method. The Customer's order and credit card details are safe and secure. We do not accept or store any credit card details. Credit card information is provided directly to Secure Pay Secure Payment Gateway. Secure Pay use encoded Secure Sockets Layer (SSL) technology, an encryption protocol that protects data as it travels over the Internet.

We only accept payments using CASH, EFT, Pay Pal or Credit cards.

We are unable to accept COD charges.

Payment must be cleared before the goods are dispatched.

We reserve the right to request additional information under certain circumstances to ensure the security of our customer's credit card details and to ensure we are not the victims of credit card fraud. If the Customer place an order by credit card the Customer may be requested to supply additional identification to validate the Customer's identity before the order is processed.

## **7. DELIVERY POLICY**

Our comprehensive delivery policy is available by request from CHIP IT or from [www.chipit.com.au](http://www.chipit.com.au).

## **8. THE CUSTOMER'S ACCOUNT**

The Customer agrees to take responsibility for the safekeeping of the Customer's user name and password and credit card details. Chip It does not condone sending Customer's user name and password or credit card details via email. The Customer is liable if the Customer's user name or password or credit card details are used by an unauthorised person. The Customer agrees to release and indemnify CHIP IT in connection with any use (whether authorised or unauthorised) of the Customer's user name or password or credit card details. CHIP IT may suspend or cancel the Customer's account at any time without prior notice.

## **9. PICTURES**

CHIP IT aims to include up-to-date pictures of all of the goods on this web site. However, our picture of the goods may differ from the actual goods.

## **10. PRIVACY**

CHIP IT will comply with the CHIP IT Privacy Policy. CHIP IT will not reveal the Customer's personal information to external organisations except for the purposes of fulfilling the Customer's order or by legal requirement by a government agency.

## **11. LIABILITY**

Any liability of CHIP IT in connection with goods or services supplied to the Customer will, subject to any non-excludable liability for breach of conditions or warranties implied by legislation and to the maximum extent permitted by law, at the election of CHIP IT are limited to:

- i. in relation to goods, the replacement of the goods or the supply of equivalent goods; and
- ii. in relation to services, the supplying of the services again or the payment of the cost of having the services supplied again.

## **12. CHANGES TO POLICIES**

Each order is governed by our return and refund, privacy and delivery policies current when the order is placed. CHIP IT may add to, delete or otherwise change these policies without notice. It is the Customer's responsibility to read and understand our policies each time the Customer place an order.

## **13. APPLICABLE LAW**

All purchases under this web site and these terms and conditions are subject to the laws of New South Wales, Australia.

Please don't hesitate to [contact the CHIP IT team](#) if the Customer require clarification of any aspect of our Returns and Refund Policy.

