

TERMS AND CONDITIONS

This Policy sets out So-Hem Kustom & Supply ABN 84 925 864 520 policy in respect of delivery and returns, trading as So-Hem Kustom & Supply. Your access to and use of the Site is subject to these Terms and Conditions. Use of the Site indicates your acceptance of these Terms and Conditions. Please read them carefully before using the Site.

1. Definitions

In these Terms and Conditions the following words and phrases shall have the following meanings, unless the context otherwise requires:

- (a) **“So-Hem”** means So-Hem Kustom & Supply ABN 84 925 864 520, trading as So-Hem Kustom & Supply;
- (b) **“Intellectual Property Rights”** means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trade marks, designs, patents, circuit layouts, software, business and domain names, inventions and other results of intellectual activity related to or connected with the Site, Products or Services;
- (c) **“Loss”** means any loss, liability, cost, charge, expense, tax or damage of any nature whatsoever, including lost profits, loss of goodwill, loss of business, loss of production and any other special, incidental, exemplary, compensatory or consequential damages, losses, expenses (including legal costs on a solicitor own client basis), or lost or stolen programs or other data (howsoever arising or caused, including, without limitation, negligence);
- (d) **“Order”** means an order for a Product;
- (e) **“Product”** means any item or items available for purchase from the Site;
- (f) **“Services”** means any services provided by So-Hem Kustom & Supply, including the provision of the Site and sale of Products;
- (g) **“Site”** means:
 - (i) the following websites including all parts and pages:
 - (A) www.kustomsupply.com.au;
 - (B) www.so-hem.com;
 - (C) www.so-hem.com.au;
 - (D) www.sohem.com; and
 - (E) www.sohem.com.au,
 - (ii) and any social media account run by So-Hem Kustom & Supply including, but not limited to:
 - (A) Facebook;
 - (B) Instagram;
 - (C) Twitter; and
 - (D) Snapchat;

- (h) **“Software”** means the software owned or licensed by So-Hem Kustom & Supply which forms part of the Site and includes any software which is required by, relevant to, or used in conjunction with the Site including but not limited to all object and source codes, copyright, inventions, discoveries, novel designs whether or not registrable as designs or patents, including any invention of or development or improvements to equipment, technology, methods or techniques relating to the software;
- (i) **“us”** means So-Hem Kustom & Supply and ‘we’ or ‘our’ shall be interpreted accordingly;
- (j) **“you”** means the person or entity that accesses the Site and ‘your’ shall be interpreted accordingly.

2. Access

- (a) Your use of this Site is by non-exclusive licence granted by So-Hem Kustom & Supply strictly in accordance with these Terms and Conditions.
- (b) You acknowledge and agree with So-Hem Kustom & Supply that you will not, as a result of being granted a non-exclusive licence, acquire any rights (including without limitation Intellectual Property Rights) in the Software or the Site other than the non-exclusive rights granted in accordance with these Terms and Conditions.
- (c) The Site is available only to, and may only be used by, individuals who can form legally binding contracts under their applicable law. Without limiting the foregoing, our services are not available to and may not be used by persons under 18 years of age. If you do not qualify, please do not use our services or purchase any Products.
- (d) In order to use this Site, you require the equipment and connections necessary to access the World Wide web. Without limitation, you are responsible for:
 - (i) the provision of any such connection or access to the World Wide Web;
 - (ii) the payment of any fees associated with such connection or access (such as those charged by an internet service provider or other online service); and
 - (iii) the provision of all equipment necessary for you to make any such connection to the World Wide web, including a computer and a modem.
- (e) The Site is controlled and operated by us from our offices in Australia. We have used our best endeavours to ensure that the Site complies with Australian laws.

3. Registration

- (a) We may require you to register/create an account in order to use our Services. If we require you to do this, this clause 3 governs your account.
- (b) Requirements for Registration
 - (i) You must be legally able to form binding contracts to use this Service. This means you must not register for the Service if you under 18 years of age, an undischarged bankrupt, or under any type of insolvency, administration or other insolvency event where you are a company.
- (c) Registration Process
 - (i) You must register your details with us to use this Service which will create an account. This account will be your account for use of the Service (“your Account”).

- (ii) Registration is free and does not require you to purchase anything from So-Hem Kustom & Supply or the Site.
 - (iii) You must not use false or misleading information in registering or using the Service and you must update your details should they have changed from the last time you used the Service. We are not responsible for any loss or damage (including misdirected deliveries or notifications) which may occur because you have not provided us with up to date, accurate or complete information.
 - (iv) You must choose a username and password when registering your Account. You are responsible for the security of your username and password and we will assume that anyone using your Account is authorised by you. Under no circumstances will unauthorised access and use of your Account reduce your liability in connection with the Service. This includes your obligation to purchase a Product which may result from use of your username and password.
 - (v) You must notify us immediately if you become aware of any unauthorised use of your Account or other security breach which we may consider relevant.
 - (vi) You permit us to send you notifications by email of the status of any delivery, a copy of your invoice and any other marketing or promotional events and offers. We will refrain from sending you marketing related materials, including special offers, if you tell us you do not wish to receive these communications when you complete your registration online. We may additionally request that you participate in customer feedback from time to time so that we can improve the Service to you.
 - (vii) We accept no liability for any loss or damage incurred if you do not receive any notifications by us to you, for whatever reason.
- (d) Transmissions to Site
- (i) You are solely responsible for transmissions to our Site when using your account or when the Site is accessed by someone using your Account.

4. Ordering a Product

- (a) We may offer Products for sale on the Site, and you may place an Order for a Product. By placing an Order, you warrant that:
- (b) you are over 18 years of age; and
- (c) you meet any other conditions set by us or required by law to purchase and own the Product you have ordered.
- (d) The sale price of the Product will be as shown on the Site at the time you place your Order, and you must pay this price at the same time as placing your Order. Unless otherwise stated, the sale price will be exclusive of:
 - (i) GST (or any other value added tax payable on the sale of a Product), and you must pay GST in addition to the sale price at the same time as the sale price is payable;
 - (ii) Delivery costs, and you must pay the costs of delivery in addition to the sale price at the same time as the sale price is payable, or otherwise at the time we request payment for delivery;
 - (iii) Any import taxes, customs or other duties, or similar taxes/fees/duties/charges and you are solely liable to pay these amounts.

- (e) Whilst we do our very best to ensure that the prices shown on the Site at all times are accurate, we reserve the right to change the price for a Product at any time including after you place an Order and pay for the Product. If we do this, we will give you the opportunity to cancel your Order and obtain a refund of all amounts paid.
- (f) Whilst we do our very best to accurately display the colours, designs and sizes of the Products on our Site, you acknowledge and agree that designs, colours, shapes and patterns shown on the Site are approximate only. Colours in particular may differ due to your own computer's visual settings and hardware.
- (g) In the event you make a payment in a different currency to that which the Product is sold in, you are solely responsible for any currency conversion or foreign transaction fees incurred. All payments will be made in AUD.
- (h) You must pay all amounts owing to us using the method specified by us. Certain payment methods may attract additional fees as notified by us, which are payable by you.

5. Product Information

- (a) You must carefully read all information relating to any Products you purchase on the Site ("**Product Information**").
- (b) It is your responsibility to read the Product information relating to any item listed for sale on the Site. Do not rely upon the title summary or any photographs of any item solely as a complete description of an item.
- (c) Any description or photograph of any item does not in any way offer any opinion as to the suitability of an item for your needs nor does it replace an assessment of such suitability in your personal circumstances. Please use any photograph or graphical description as a guide only.

6. Fitment of Parts

- (a) So-Hem Kustom & Supply recommend seeking assistance from a qualified mechanic when installing or replacing parts on your vehicle. Failure to install a part correctly may result in damage to your vehicle, serious injury or death. If you are unsure how to install a part, seek assistance from a licensed mechanic or have them install the part for you.
- (b) Where you arrange for a third party to install products supplied by us, you must contract separately with that third party.
- (c) So-Hem Kustom & Supply will not be liable for any installation services provided by a third party.

7. System Integrity & User Conduct

- (a) You must not use the Site to:
 - (i) impersonate or otherwise misrepresent your identity or affiliation with any other person or entity;
 - (ii) input, upload, post, disclose or transmit any material that is defamatory, obscene, indecent, lewd, violent, abusive, insulting, threatening, harassing or misleading or deceptive;
 - (iii) input, upload, post, disclose or transmit any material which is subject to Intellectual Property Rights of So-Hem Kustom & Supply or any third party or breaches any duty

of confidence or contractual obligation owed to So-Hem Kustom & Supply or any third party;

- (iv) input, upload, post, disclose or transmit any material that is unlawful or violates any law;
 - (v) send junk, obscene, indecent, offensive or threatening electronic mail or electronic mail in contravention of the *Spam Act 2003* to any person or company;
 - (vi) download and store electronically, reproduce, transmit, display, copy, distribute or use the Software or any materials contained in the Site;
 - (vii) upload any files that contain viruses, Trojan horses, worms, time bombs, corrupted files or any other similar software or programs that may damage the operation of the Site or another's computer or property of another;
 - (viii) sub-license, rent, lease, transfer or attempt to assign the rights in the Site or the Software to any other person and any dealing in contravention of this sub-clause shall be ineffective;
 - (ix) falsify or delete any attributions, legends, or other proprietary designations of origin or source of any content of the Site;
 - (x) conduct, display, or forward surveys, contests, pyramid schemes, or chain letters;
 - (xi) interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site;
 - (xii) attempt to gain unauthorised access to the Site or computer systems or networks connected to the Site through any means;
 - (xiii) commit forgery (or attempted forgery), harass any individual, or harm minors in any way;
 - (xiv) collect, store, input, upload, post, disclose or transmit personal information or data about others, including, without limitation email addresses; or
 - (xv) breach the *Privacy Act 1988* (Cth) as amended, or the Australian Privacy Principles;
 - (xvi) contravene or breach any applicable state, Commonwealth or international law, convention or regulation.
- (b) You acknowledge and agree that you must not:
- (i) use the Site for any purpose other than the purpose for which it was designed and intended;
 - (ii) commit or permit any act which may interfere with the use of the Site by any other user;
 - (iii) tamper with, hinder the operation of or make unauthorised modifications to the Site or any part thereof;
 - (iv) damage or modify the Software or the Site or any part thereof;
 - (v) reverse engineer, decompile or disassemble the Software or the Site or any part thereof;

- (vi) copy, republish, frame, download, transmit, rent, lease, loan, sell, distribute, licence or sublicense the Software or any content within the Site or any part thereof; or
- (vii) modify, alter, adapt, disassemble, reverse engineer, decompile or amend the Software or any content within the Site or any part thereof in any way.
- (c) You must not without prior written consent of So-Hem Kustom & Supply which shall be given, given with conditions or withheld at So-Hem Kustom & Supply's absolute discretion affix or otherwise display your name or logo on the content of the Site or any other website in a way that suggests a direct or indirect association with So-Hem Kustom & Supply and/or any content provider to the Software or the Site.

7. Links & Advertising

- (a) This Site may contain links to third party websites. Those websites are not under the control of So-Hem Kustom & Supply and So-Hem Kustom & Supply is not responsible for the content of the links contained in those websites or any webcasting or other transmission received from any such websites.
- (b) Neither So-Hem Kustom & Supply nor its officers, directors, employees, agents, or related bodies corporate recommend or endorse the content of any third-party websites which may be linked to or from the Site, or products or services of any third party organisations mentioned or described on this Site or linked to or from this Site. You acknowledge that you enter any third party websites at your own risk.
- (c) The Site may contain advertisements for third parties' goods and/or services. The third party advertisers are responsible for the accuracy of all representations made in those advertisements. Neither So-Hem Kustom & Supply nor its officers, directors, employees, agents or related bodies corporate recommend or endorse the goods or services that may be advertised on the Site, nor do they offer the goods or services for sale or make any other representation whatsoever about them. If you choose to order a product or service advertised by a third party on the Site, you do so at your own risk.
- (d) You must not link the Site from any other website not owned or operated by So-Hem Kustom & Supply without prior written consent from So-Hem Kustom & Supply.

8. Intellectual Property Rights

- (a) The information, names, text materials, graphics, logos, button icons, images, video and audio clips, trade marks (whether registered or not), advertisements, layout, arrangement, graphical user interface, look and feel, and control features of the Site (the "Content") is protected by Intellectual Property Rights.
- (b) The Content, the Software, the Site and the Products are protected by Intellectual Property Rights. You acknowledge that So-Hem Kustom & Supply is the owner of these rights, with our affiliates or other third party licensors.
- (c) You acknowledge and agree that:
 - (i) no right, title or interest in any of the Intellectual Property Rights in the Products, Content, the Software or the Site is transferred or granted to you, other than the rights granted expressly by these Terms and Conditions;
 - (ii) any Intellectual Property Rights created, formulated or discovered by you through the use or access to the Products, Software or the Site will be the sole and exclusive property of So-Hem Kustom & Supply;

- (iii) you will promptly sign all documents and do all things necessary to register, vest or transfer any interest or ownership in the Intellectual Property Rights created under to us.
- (d) The So-Hem Kustom & Supply logo and name are owned by us, and may not be used as part of your business or in connection with any goods or services without the prior written consent of So-Hem Kustom & Supply which shall be given, given with conditions or withheld at So-Hem Kustom & Supply's absolute discretion.

9. Relationship

Your use of the Site or your completion of any forms or tables on the Site does not automatically create a relationship of any sort between you and So-Hem Kustom & Supply, including that of client and agent.

10. Information Provided and Privacy

The following applies to any information that you provide to So-Hem Kustom & Supply;

- (a) you authorise us to use, store or otherwise process any information including personal information which relates to and/or identifies you, including, but not limited to, your name, company or business name, email address and postal address ('the Personal Information'), to the extent reasonably necessary for the provision of any goods and services requested by you;
- (b) you must ensure that the Personal Information you provide to us and that all registration details (where applicable) contain your correct name, address, e-mail address and other requested details; and
- (c) by accepting these Terms and Conditions, you agree to the processing and disclosure of the Personal Information for the purpose of us providing the goods and services requested by you. If you would like to review or modify any part of your Personal Information then you should contact us.

11. No Warranty and Disclaimers

- (a) We provide our Services, including all Products, on an "as is" basis and without any warranties, representations, or conditions of any kind, whether express, implied or statutory, to the extent permitted by law. To the extent permitted by law, we specifically disclaim any implied warranties including in relation to title, merchantability, fitness for a particular purpose and non-infringement. Furthermore we do not guarantee continuous, uninterrupted or secure access to our Services, or that any information provided by us is up to date and accurate.
- (b) You warrant that you have not relied upon any representations, warranties or conditions offered or made by or on behalf of So-Hem Kustom & Supply except to the extent expressly set out in these Terms and Conditions.
- (c) No data transmission over the internet can be guaranteed as totally secure. Whilst we strive to protect your information, we do not warrant and cannot guarantee the security of your information which you transmit to us or through your website. Accordingly, your information which you transmit to us is transmitted at your own risk. We cannot guarantee the confidentiality or security of your information, and we will not be responsible or liable for any Loss incurred in this regard. You must inform us immediately of any breaches of security or unauthorised use of your information.

12. Liability

- (a) It is the Customer's sole responsibility to ensure that any part purchased from So-Hem Kustom & Supply is suitable for all intended purposes and meets the vehicle manufacturer recommendations and complies with the Australian Design Rules and any other relevant legislation and law prior to being fitted to any motor vehicle. So-Hem Kustom & Supply does not warrant and shall not be held liable for ensuring compliance with the Australian Design Rules or any other relevant legislation or law.
- (b) So-Hem Kustom & Supply accepts no liability or claim for damages in relation to the following:
 - (i) damage caused to vehicles as a result of fitting a product;
 - (ii) fitted products requested by a Customer that fail to meet vehicle manufacturer specifications and instructions;
 - (iii) fitted products used in a manner contrary to product markings, user manual or labelling; or
 - (iv) fitted products used contrary to the recommended capacity limits as recommended by the vehicle manufacturer or product manufacturer.
- (c) So-Hem Kustom & Supply accepts no responsibility for fitted products failing as a result of existing vehicle faults or malfunctions.
- (d) In no event shall we or our related entities, officers, directors, employees agents, contractors or suppliers be liable for any Loss arising out of or in connection with:
 - (i) any failure or performance, error, omission, interruption, defect, delay in operation or transmission arising out of or in connection with the Services;
 - (ii) any failure or performance, error, omission, interruption, defect, delay in operation or transmission arising out of or in connection with the Products;
 - (iii) line or system failure or the introduction of a computer virus or other technical sabotage; or
 - (iv) our Services, even if we or our employees or representatives are advised of the possibility or likelihood of such Loss.
- (e) Without prejudice to the above clause and notwithstanding any other provision of these Terms and Conditions and except to the extent permitted by law:
 - (i) our total liability arising out of or in connection with our Services, and the liability of our suppliers, to you or any third parties in any circumstance is limited per event to the costs of supplying the Products purchased by you (if any); and
 - (ii) we shall not be liable for any Loss, including loss of contract, loss of profit or revenue, contractual claims of third parties, economic loss, loss of production, business interruption, loss of data, production stoppage, or consequential or indirect loss or damage.
- (f) The limitation and exclusion of liability in this clause applies whether the liability claim is based on breach of contract, under a warranty or an indemnity, tort (including negligence), under statute, in equity or otherwise.

- (g) Notwithstanding any other term in these Terms and Conditions, nothing in these Terms and Conditions is intended to limit or exclude any liability on the part of us or our related entities, officers, directors, employees, agents, contractors or suppliers where and to the extent that any applicable law prohibits such exclusion or limitation.

13. Indemnity

You agree to indemnify and hold us and our related entities, officers, directors, agents, employees, contractors and suppliers harmless from and against any actions, claims, demands, proceedings, Loss of every kind and nature, known and unknown, including legal fees (on a solicitor and own client basis) and claims made by third parties, due to or arising out of your breach of these Terms and Conditions or any Policy or the terms and policies they incorporate by reference, or your violation of any law or the rights of a third party, or otherwise in arising in connection with the Services. For the avoidance of doubt you agree to indemnify us in respect of any legal fees (on a solicitor and own client basis) or other fees incurred by us recovering non-payment of any amount you owe us.

14. Breach and Termination

- (a) So-Hem Kustom & Supply reserves the right to deny you access to, or use of, all or part of the Services, without prior notice, if you engage in any conduct that So-Hem Kustom & Supply believes, in its sole discretion:
 - (i) violates any term or provision of these Terms and Conditions; or
 - (ii) violates the rights of So-Hem Kustom & Supply or any third party; or
 - (iii) is otherwise inappropriate for continued access and use of the Site.
- (b) Termination of your access to the Site shall be without prejudice to the rights of the parties accrued before termination. All restrictions imposed on you, disclaimers and limitations of liability set out in the Terms & Conditions will survive termination.

15. General

- (a) Publication of electronic addresses on this Site is for the purpose of professional communication only and must not be used to infer consent to the receipt of unsolicited commercial electronic messages.
- (b) So-Hem Kustom & Supply may from time to time amend, update, or change the Site, including these Terms and Conditions, without prior notice.
- (c) These Terms and Conditions and any additional terms and conditions contained on our Site constitute the entire agreement between you and So-Hem Kustom & Supply with respect to these Services. In the event of inconsistency between the terms in these Terms and Conditions and terms stated elsewhere on our Site, the terms contained herein shall prevail to the extent of the inconsistency.
- (d) No oral explanation or information provided by a party to another affects the meaning or interpretation of these Terms and Conditions or constitutes any collateral agreement, warranty or understanding.
- (e) If any provision of these Terms and Conditions is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible and will be deemed deleted to the extent that it is not enforceable, and the remaining provisions of the Terms and Conditions shall remain in full force and effect.

- (f) The failure by So-Hem Kustom & Supply to insist upon or enforce strict performance of any of these Terms and Conditions will not be construed as a waiver of any right or remedy of So-Hem Kustom & Supply in respect of any existing or subsequent breach of these Terms and Conditions.
- (g) No waiver by a party of a provision of these Terms and Conditions is binding unless made in writing.
- (h) The laws of Queensland govern these Terms and Conditions. You hereby consent and submit to the non-exclusive jurisdiction and venue of the Courts of the State of Queensland and the Commonwealth of Australia for any cause of action relating to or arising under these Terms and Conditions.
- (i) So-Hem Kustom & Supply operates the Site in Australia. Information contained on the Site may not be appropriate or available for use in other locations. If you access the Site from other locations, you do so at your own initiative and you are solely responsible for compliance with local laws.
- (j) These Terms and Conditions shall be for the benefit of and binding upon the parties and their heirs, executors, successors and permitted assigns.
- (k) The parties must execute and deliver all documents and must do all things as are necessary for the complete performance of their respective obligations under these Terms and Conditions.
- (l) The rights and remedies of So-Hem Kustom & Supply under these Terms and Conditions are in addition to the rights or remedies conferred on So-Hem Kustom & Supply at law or in equity.
- (m) Rules of construction will not apply to disadvantage a party whether that party put the clause forward, was responsible for drafting all or part of it or would otherwise benefit from it.

DELIVERY AND RETURNS POLICY

This Policy sets out So-Hem Kustom & Supply ABN 84 925 864 520 trading as So-Hem Kustom & Supply. policy in respect of delivery and returns.

Unless the context requires otherwise, terms used in this Policy have the definition provided for such terms in the Terms and Conditions which can be found at [\[insert hyperlink\]](#).

1. Payment Terms

- (a) Payment for all products is due and payable at the time of purchase. No product will be provided to the Customer unless the product has been paid for in full.
- (b) You acknowledge that we are not required or obliged to match any prices for any Products, including matching any prices for a Product that is available through the Website at our store or vice versa.

2. Cancellation

- (a) So-Hem Kustom & Supply reserves the right to cancel, at any time before delivery and for whatever reason, an order that it has previously accepted. So-Hem Kustom & Supply may do this for example, but without limitation, where:
 - (i) So-Hem Kustom & Supply suppliers are unable to supply goods that they have previously promised to supply;
 - (ii) an event beyond So-Hem Kustom & Supply's control such as storm, fire, flood, earthquake, terrorism, power failure, war, strike, failure of computer systems, or act of God means that So-Hem Kustom & Supply is unable to supply the goods within a reasonable time;
 - (iii) any recognised pandemic, epidemic, plague, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions prevent So-Hem Kustom & Supply is unable to supply the goods within a reasonable time;
 - (iv) goods ordered were subject to an error on the website, for example, in relation to a description, price, or image, which was not discovered prior to the order being accepted; or
 - (v) the Customer asks that So-Hem Kustom & Supply cancel the order. Where a customer requests that an order be cancelled, So-Hem Kustom & Supply will use reasonable endeavours to cancel or change the order if it has not already been shipped but makes no representation that it will be able to do this.

3. Costs of Delivery

- (a) The costs of delivery of a Product are payable in addition to the price of the Product. You must pay the costs of delivery of a Product at the time you place an Order or at another time notified by us.
- (b) We will use our best endeavours to complete the processing, postage and delivery of your Order within the timeframe specified by us. However, given the nature of deliveries, any delivery times stated by us are estimates only and are non-binding on us.
- (c) You are required to pay any duties or taxes which attach to the supply and delivery of your Order, including but not limited to customs duties, at the same time as you pay for the Product or otherwise at the time specified by us.

4. Delivery

- (a) Full payment is required for all goods before any orders are processed. Delays to fulfilling payment requirements may delay dispatch of your order.
- (b) We aim to ship domestic orders same day if ordered before 1pm. International orders and during busy periods some domestic orders may take up to 3 days to be dispatched.
- (c) Items will be shipped to the address entered at checkout. This address may not be changed without express consent from the E-Mail address that was entered at the time of purchase.
- (d) Due to the nature of our products some items are made to order only and may require parts that must be shipped from overseas. We try our best to keep customers informed, wherever possible, about potential delays. Any custom product orders can take up to 3 working days to be fulfilled before shipping.

5. Risk and Title

- (a) If an item you purchase is to be delivered by So-Hem Kustom & Supply, the risk in such item will pass to you:
 - (i) in the case of delivery to a Collection Address – when it is delivered; or
 - (ii) in the case of delivery to your Home Address – if we are unable to deliver the item to the place delivery location for any reason, (for example if no one is present to accept delivery), when we or our carrier first attempt to deliver the item.
- (b) If we attempt to deliver your Order to your Home Address and you are not present to accept the delivery, we may in our discretion leave the Products at the nominated delivery address or retain the Products and attempt to redeliver them at another time (in which case you must pay the costs of storage and redelivery prior to the Products being re-delivered).

6. Returns

- (a) General
 - (i) So-Hem Kustom & Supply has a 14-day satisfaction guarantee in relation to standard Products we sell. This means that if you return a standard Product within 14 days of the date it is delivered to your Home Address or made available for collection at a Collection Address, and it is received by us within this timeframe (28 days for customers outside of Australia), provided the item is returned in its original packaging and in its original new condition we will refund the product price in full.
 - (ii) We are under no obligation to refund or exchange a Product which is not in its original packaging or is not in its original new condition.
 - (iii) Products which are special orders are not eligible for a refund.
 - (iv) No refund or exchange is permitted for change of mind.
 - (v) All used Parts are sold on an “as is, where is” basis and no return shall be permitted for used Parts under any circumstance.
 - (vi) The Customer is responsible for ensuring that the used Part is fit for their purpose at the time of purchase.
- (b) No refund

- (i) Without limiting a customer's rights under the Australian Consumer Law, no refund is available on:
 - (A) any used Parts;
 - (B) any product which has been fitted and/or used, unless the product proves to be defective;
 - (C) any brake, suspension, or safety components, unless the product proves to be defective;
 - (ii) Except where required under the Australian Consumer Law, no refund or credit will be issued on any Product that is returned:
 - (A) more than thirty (30) days from the date of purchase; or
 - (B) damaged by misuse or inappropriate installation;
- (c) Defects
 - (i) All defects are dealt with in accordance with the warranties provisions on our Site and as set out in these Terms and Conditions.
 - (ii) In the event you notice a defect in a Product, you must notify us immediately and provide us with all information and evidence of the defect required by us.
- (d) Process
 - (i) If you wish to return a Product in accordance with this policy, you must contact us and complete any forms provided by us.
 - (ii) You must comply with all directions given by us in respect of returning a Product (for example, we may request that you return a Product to a Collection Address). You must include in the return your original invoice/receipt of for the Product, the forms required by us, and must ensure it is packaged in a safe and satisfactory manner.
 - (iii) If your product is faulty, we may need to conduct an assessment to determine the nature and extent of the fault. This may include sending the product to the manufacturer or the repair agent. Products that are likely to require assessment include car audio, electrical and motor driven products, and specially procured items.
 - (iv) We will notify you of the outcome once the assessment has been completed by the relevant party.
 - (v) No refunds will be processed until after a Product is returned to So-Hem Kustom & Supply.
- (e) Costs of Return
 - (i) Certain costs may be incurred by you in returning a Product to us, including postage or freight costs. We are not liable for those return costs (although if we accept that a Product is defective, we may reimburse you the costs of return upon receipt of evidence of the costs incurred).
 - (ii) A restocking fee of \$20.00 is payable on all products returned more than 14 days after purchase. The restocking fee may be waived at the absolute discretion of So-Hem Kustom & Supply at the time of return.

- (iii) You are solely responsible for the risk in the Products being returned to us. In the event you post a Product back to us and it is not received by us, we are not responsible for providing you with a refund or exchange. As such, we recommend you use registered post and obtain insurance for the Products you are returning.