



## Special Conditions

Effective November 2023

### 1. Interpretation

In these Special Conditions:

- (a) **ACL** means the Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth);
- (b) **Special Conditions** means the Terms and Conditions set out in this document;
- (c) **Consumer** means a Customer that is a consumer (as that term is defined in the ACL) of the particular supply of Goods;
- (d) **Consumer Guarantees** means the guarantees relating to supply of goods and services to consumers under Division 1 of Part 3-2 of the ACL;
- (e) **Conditions of Sale** means the ARC Conditions of Sale dated November 2023;
- (f) if there is any inconsistency between the Conditions of Sale and these Special Conditions, these Special Conditions prevail;
- (g) unless otherwise stated, all other defined words or expressions in these Special Conditions have the same meaning as in the Conditions of Sale;
- (h) unless otherwise stated, an expression used or defined in the ACL has the same meaning in these Special Conditions; and
- (i) nothing in these Special Conditions is to be construed as being contrary to the provisions of the ACL or the Competition and Consumer Act 2010 (Cth).

### 2. Application of Special Conditions

These Special Conditions apply to a supply of Goods when and only to the extent that:

- (a) the supply of such Goods is to a Consumer; and
- (b) these Special Conditions are incorporated into and form part of the Conditions of Sale pursuant to clause 9 of the Conditions of Sale.

### 3. Exceptions to the Consumer Guarantee

The Consumer's right to undisturbed possession of the Goods does not apply to the extent that ARC maintains a valid security interest in the Goods under clauses 4 and 6 of the Conditions of Sale.

### 4. Liability Limitation

- (a) To the extent Goods supplied by ARC are not of a kind ordinarily acquired for personal, domestic or household use or consumption then ARC's liability for any failure to comply with a Consumer Guarantee:
  - i) (other than those guarantees relating to title, undisturbed possession and undisclosed securities) is limited, at ARC's sole discretion, to:
    - A. replacement, resupply or repair of the Goods;
    - B. payment of the cost of replacing or acquiring equivalent goods; or
    - C. payment of the cost of having the goods repaired; and
  - ii) to the extent that the Goods comprise a service, is limited, at ARC's sole discretion, to supplying the service again or payment of the costs of having the service supplied again.
- (b) Clause 4(a) does not apply if the Consumer establishes that it would not be fair and reasonable for ARC to rely on that clause.
- (c) To the extent that clause 4(a) does not apply, ARC acknowledges that the Goods come with guarantees that cannot be excluded under the Australian Consumer Law. For a major failure, the Consumer is entitled to a replacement or refund and for compensation for any other reasonably foreseeable loss or damage. If the Goods fail to

be of acceptable quality but the failure does not amount to a major failure, the Consumer is entitled to have the Goods repaired or replaced.

### 5. How to Make a Claim

- (a) If the Goods prove to be defective during the first 30 days after delivery or receipt (or such other period that is reasonable in the circumstances), ARC will honour its obligations under these Special Conditions or in the ACL, as applicable.
- (b) To make a claim, the Consumer must telephone ARC on 131 557 or email [info@arcreso.com.au](mailto:info@arcreso.com.au). The Consumer must give ARC details of the Goods, the date of supply, a description of the defect and appropriate contact details. If it accepts the claim, ARC will assist the Consumer with the appropriate remedy.
- (c) All Goods the subject of a claim must be accompanied by satisfactory proof of purchase, such as a legible receipt or sales invoice.
- (d) Unless the cost of doing so is unreasonably significant, the Consumer is responsible for returning defective Goods at its own expense. In all other cases, ARC will collect the Goods at its own expense.

### 6. ARC's Contact Details

Level 27  
8 Chifley Square  
Sydney NSW 2000  
Australia

ARC National Customer Service:  
131 557

E-mail: [info@arcreso.com.au](mailto:info@arcreso.com.au)

Website: <https://www.arcreso.com.au/contact>