

Customer Returns/Refunds Policy

1. Our Commitment

All refund rights under both State and Commonwealth law apply.

At Mitre 10 we have a large selection of brands you know and trust. We want you to be completely satisfied with your purchase and, if not, our Returns Policy will address concerns you have with your purchase. You are entitled to a replacement or refund for a major failure and 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 failure does not amount to a major failure. If the failure is minor, we reserve our right to offer to repair only. We reserve the right to not offer a refund or a Mitre10 Gift Card.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law.

2. Returning a Product

With Proof of Purchase

Where you have proof of purchase, we will provide you with a refund.

- Register receipt, however you may provide a clear photo of the full Faggs' Mitre 10 register receipt,
- Financial statements such as a bank statement, credit card statement (however, when the proof of purchase does not clearly itemise the goods, more than one type of proof of purchase may be required).
- Mighty Rewards statement

Note

When returning a product, you will be asked for information that is relevant to your return, or to satisfy legislative requirements. If you do not provide this information, then we may be unable to process your return.

When returning a product, with adequate proof of purchase, you will be asked for your signature as authorisation of the return transaction. If you do not have adequate proof of purchase, you will be asked to provide photo or other suitable identification containing your full name, signature and expiration date, so that your name and signature can be verified. The identification information you provide may be accessed by authorised Mitre 10 team members and authorised third parties for the purpose of fraud investigations and fraud protection activities. Information collected will be securely stored for a reasonable period of time and may be used for the purposes of research and analysis, and may be disclosed to Government departments upon request, where required or authorised by law.

Without Proof of Purchase

If we **cannot be satisfied** that you purchased the product from us then, under the law, we are entitled to elect whether or not to accept your product for return. However, if we elect to accept your product return without proof of purchase; we may give you a refund of the purchase price in the form of a Gift Card.

How long do I have?

Your rights to a remedy under the Australian Consumer Law are not limited by a defined time. However, the Australian Consumer Law does recognise that the relevant time period can vary from product to product, depending on factors such as the nature of the product and the price. We will always take a fair and reasonable approach.

Safety

Products should be returned **free of any fuel, nails or other items** as these can present a safety hazard during transportation.

3. If you changed your mind?

We will not give you a refund or exchange where you have changed your mind for:

- Custom made products (for example kitchen cabinets, Laundries, Bathrooms or plantation shutters)
- Any product/s specifically cut to size at your request (for example timber or carpet)
- Tinted paint
- Timber flooring
- Special order products (doors) or non-stocked product
- Any product that has been installed or assembled by us.

Timber and building products incorrectly ordered and exchanged or returned may attract a transport and handling/ restocking fee (min charge 15% of invoice value) .

4. Your Statutory Rights

You have rights under the **Australian Consumer Law** in relation to any purchase which is a consumer good or service. In relation to such rights, we advise that:

"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, we note that:

Where a failure does not amount to a major failure, we are entitled to choose between providing you with a repair, replacement or refund.

If you suffer losses as a result of our failure to comply with a consumer guarantee, you may be able to recover those losses from us. To obtain compensation, you would need to provide evidence of the loss or damage suffered, and evidence that such loss or damage was a reasonably foreseeable consequence of our failure to comply with a Consumer Guarantee under Australian Consumer Law. Such evidence may include photographs, statutory declarations, receipts or reports (e.g., from your doctor), depending on the loss or damage.

We are not obliged under the Australian Consumer Law to give you a refund, replacement or arrange for a manufacturer's repair in all circumstances - the Australian Consumer Law provides for some exceptions. For example, your use of goods can affect their durability and the guarantee of acceptable quality may not apply if you use the goods contrary to their instructions or not for their intended purpose.

5. Product Repairs and Service outside Australian Consumer Law

Where you wish to have your product repaired or serviced in circumstances where the product has not suffered a failure that would amount to a major or minor failure under the Australian Consumer Law, we may refer you to the manufacturer for repairs and service of the product, often at your own cost. For example, you may require a repair due to:

- the product suffering from normal wear and tear;
- the product having a problem that occurs after the expiry of the product's expected life (having regard to quality, price and other similar factors); or
- the product having a problem that arises because of excessive use or failure to take reasonable care to maintain the product in good working order and condition; or
- the product requires a repair due to use contrary to instructions.

While we are not obliged to offer you a repair free of charge in such circumstances, you should be aware that you can choose to have such repairs or product servicing performed at your own cost.

6. Product Assessment

Once we have established proof of purchase, we may need to assess the product to determine the nature of the issue and how we can help you, be it a refund, repair or exchange. The nature of timber and other building products is that there may be some colour variations in the materials. This is not a product fault.

Any cost incurred by you in bringing the item back to the store will be borne by you unless the Australian Consumer Law applies. If your product cannot be returned, removed or transported without significant cost to you because of the nature of the failure or the size, height or method of attachment of the product, please contact us and we will arrange for the product to be assessed. In these circumstances, if the product has suffered a major failure (as defined in the Australian Consumer Law) and you wish to reject the product and obtain a remedy, we will collect the product at our expense.

We may need to send your product to the manufacturer for an assessment of any repair work required to be done and/or the nature of the product's problem.

If the product is assessed as failing to meet one of the consumer guarantees under the Australian Consumer Law, repair work will not be at your cost.

As you will appreciate, it can take some time to assess a product fault, undertake repair work and return the product to you.

If the manufacturer concludes that the product has not failed any of the consumer guarantees under the Australian Consumer Law, we will contact you to ask whether you would still like the repair or product servicing work to be carried out by the manufacturer or their servicing facilities. Such repair or product servicing work would be at your own cost.

In some circumstances, particularly if some time has passed since the date of your purchase and if the product fault is unlikely to be a defect, we will recommend to you that you speak to the Manufacturer directly for repair or servicing work - this will make it easier to make arrangements with you for repair or return of the product to you if the product is assessed not to have failed to meet one of the consumer guarantees under the Australian Consumer Law.

Services

You may have entered into a delivery contract with us or an installation or assembly contract for services relating to the product you have purchased.

- If you are entitled to return and receive a refund of the purchase price of a product to which that contract relates under this Returns Policy, you will receive a refund of any amounts you have paid under the services contract and that contract will terminate.
- If you are entitled to a refund of an amount you have paid for services under the delivery, installation or assembly contract, you may return the product to which the contract relates and we will provide a refund of the purchase price of the product to which the services contract relates.
- If we have provided services which amount to a major or minor fault under the Australian Consumer Law, the relevant terms of this policy also apply.

Repair Notice

Where you return an item to us and that item requires a repair, you should be aware that the repair of that item may result in loss of any user-generated data stored on the item. You should also be aware that, in some circumstances, goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

7. Manufacturer's Warranties

Some products and services may come with a warranty against defects from the manufacturer. This is a contractual representation from the manufacturer in connection with the product or service that in the case of being defective, the manufacturer will provide a repair, replacement or service or compensate you for loss. Such warranties are in addition to your rights under the Australian Consumer Law and are subject to their own specific terms and applicable regulations.

8. Access to Your Personal Information (Privacy)

You will be asked for information that is relevant to your return or to satisfy legislative requirement. If you do not provide this information, then we may be unable to process your return. When returning merchandise with proof of purchase, you will be asked for your signature as authorisation of the return transaction. If Mitre 10 agrees to a return without adequate proof of purchase, you will be asked to provide identification containing your full name. Mitre10 will record your name and form of identification provided, which may be accessed by authorised Mitre10 team members for fraud protection activities. Information collected will be securely stored in accordance with Mitre10's Privacy Policy.

We may collect personal information during the refund or exchange process in order to comply with our fraud identification processes. If you wish to obtain further information on our Privacy Policy, you can find it at www.mitre10.com.au

9. Contact Us

For further information on anything contained within this brochure, please discuss with your local Store Manager or contact us directly via the details below.

Phone: 1300 880 440 (Mon-Fri 8am – 5pm AEST/AEDT)

Email: hub@mitre10.com.au