



# Access Hardware Returns and Refund Policy

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# Returns and Refund Policy

This document sets out in more detail our returns and refunds policy in addition to the terms and conditions (Conditions), to all Products purchased via the Access Hardware Online Store, in person at Access Hardware or via an Order accepted by Us. The definitions in the Conditions (to the extent used in this document) apply throughout this document, unless the contrary intention appears.

Our Products come with guarantees that cannot be excluded by law. In accordance with the Conditions and the Australian Consumer Law (**ACL**) if the Products fail to meet a consumer guarantee:

- (a) where the problem is minor, We can choose to repair, replace or refund the Product; and
- (b) where there is a major failure, You can choose to reject the Products and either choose a refund or replacement or ask Us for compensation for any drop in value of the Products.

## Inspection of goods

When Your Products arrive or You collect Products from our nearest branch, You must fully inspect all Products to ensure the Products meet their disclosed specifications, are free of damage and are of acceptable quality, as soon as reasonably practical. For any refunds other than as required by the ACL, we require that You notify Us within 7 days of the date of collection/delivery so we can address your queries as soon as practical.

## Damaged in transit

At times, Products may be damaged in transit to You. In these cases, We will comply with our obligations under the ACL. Please note that it may take longer for Us to fulfil these obligations in respect of Non Stocked Products.

## Faulty Products

If Products are faulty upon inspection after collection/delivery, You must contact Our customer service department on 1800 555 600 as soon as possible to arrange a remedy in accordance with the ACL and Our Conditions.

## Returning Products

Products cannot be returned unless they are faulty or the return is otherwise required by the ACL.

Despite this, We may, in Our absolute discretion, elect to accept the return of undamaged Products (other than Non Stocked Products) for change of mind. In these particular cases where We choose to accept a return the Products being returned must be in their original condition and packaging and returned within 60 days from the date of collection / delivery (as applicable).

Unless the Non Stocked Products are faulty or a refund is required by the ACL:

- (a) We will not exchange, refund or provide a store credit for Non Stocked Products. If Non Stocked Products are returned to Us, any Product will be shipped back to You at Your expense.
- (b) If You have a Non Stocked Product that requires repair, our standard repair service billing rates will apply.

## Re-stocking fees

Other than in accordance with the ACL, If in a particular case and in Our absolute discretion We choose to accept a return of Products by You and provide you with a refund, a restocking fee equal to 15% of the original purchase price of the returned Products may be deducted from any credit note or refund.

## Freight costs for returned Products

Subject to the ACL, liability for all consequential costs associated with the return of Products for a credit or refund in accordance with this document, including transportation costs are Your responsibility.

## Refund method

We will make any required refunds by Electronic Funds Transfer or Direct Debit only. No cash refunds will be given at any branch location in any circumstances. Online purchases returned to a branch by You, will be refunded by the original payment method where possible. In the case of other payments, refunds will be processed by Direct Debit to a bank account nominated by You.

## Refund conditions

Products (other than where the consumer guarantees under the ACL apply) returned for credit, exchange or refund must be returned in 'as new' condition, including all accessories originally supplied by the manufacturer, including resalable packaging.

If You need to return Products to Us for any reason, You must first contact Us on 1800 555 600 to arrange a return authorisation that will detail the reasons why you are returning the Products. You will need to provide Us with proof of purchase. Products returned to Us without a return authorisation will be returned to You at Your expense.

To assist Us in processing Your credit or refund request, You must supply a proof of purchase.

Please note that if no proof of purchase is available, no refund, repair or exchange can be given other than if required under the ACL.

In some cases, refunds (other than where the consumer guarantees under the ACL apply) may not be possible where a Product:

- (a) is not stocked by Us;
- (b) has been fitted;
- (c) is returned that is not in a saleable condition;

- (d) is returned incomplete, including all fixing screws and accessories that are included by the manufacturer and any customer should reasonably expect to be supplied with the Product;
- (e) that has been modified, altered or damaged in any way; and
- (f) has been used in a manner that it was not intended or designed for.