# Consumer Guarantee Rights



### **DEFECTIVE PRODUCTS**

You have rights under the Australian Consumer Law, if the product you bought has a defect. Those rights are summarised as follows.

#### **Defects and your rights**

If the product has a minor defect, Godfreys may choose to:

- · provide you with a refund;
- · replace it with an identical product; or
- repair it.

If the product has a major defect, you may choose to either receive:

- · a refund;
- a replacement with an identical product or product of the same type and similar value; or
- compensation for loss of value by the defect.

In addition to the above remedies, you may also be entitled to compensation for any reasonably foreseeable loss or damage resulting from a failure of the product.

#### A major defect is where a product:

- has a problem that would have stopped a reasonable customer from buying the item if such reasonable customer had known about it;
- · is unsafe:
- is significantly different from the sample or description shown to you; or
- doesn't do what the product or Godfreys (including sales staff) said it would.

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.

#### **Exclusions and qualifications**

Godfreys is not obliged to repair or accept the return of any product if:

 The defect was caused by your misuse (use other than in accordance with any instructions on or with the product) including use for purposes for which the product was not intended;

- You were alerted to the defect or did not notice an obvious defect after having a reasonable opportunity to inspect the product before purchase:
- You have thrown away, destroyed, lost or damaged the product;
- You're unable to provide reasonable proof of purchase (e.g. receipt, lay-by agreement, receipt number, credit card statement, completed warranty card, warranty number linked to online warranty scheme); or
- The period of time since purchase of the product is longer than the product could reasonably be expected to remain defect free.

### **RETURNING YOUR PRODUCT If**

you wish to exercise any of your rights under the Australian Consumer Law for defective products, or the 90 Day Changeover Option, please take the product to any Godfrevs store.

#### Refunds

If your refund is for a defective product, your refund will be provided to you in the same form as your original payment, as detailed below.

- Purchases paid by EFTPOS refunded immediately via EFTPOS.
- Purchases paid by cash or cheque refunded by cash or cheque, however cash refunds may not be made on the same day (please see below).
- Purchases paid via external finance providers value debited to date will be refunded directly from the finance company within 10 business days. If you paid for your product in cash, there may be a delay on your cash refund as Godfreys stores may not have sufficient cash on premises to refund you on the same day as you return the product to a Godfreys store. Godfreys will provide the cash refund to you as soon as possible and in any event no later than 7 days from the date of return of the product.



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# GODFREYS NON-WARRANTY RETURNS POLICY (CHANGE-OF-MIND)

In addition to your rights under the Australian Consumer Law, Godfreys offers the following return options.

This policy only applies to returns for change-of-mind, NOT where a product has a defect. For Godfreys' policy regarding defective products see our "Consumer Guarantee Rights – Defective Products".

# 90 Day Changeover Option

A customer may return any product for exchange with another Godfreys product of equal or greater value within 90 days of purchase for any reason (subject to the exclusions and qualifications detailed below).

# **Exclusions and qualifications**

Godfreys is not obliged to accept the return of a non-defective product if, when first presented for return:

- the product is damaged (other than fair wear and tear);
- the product is not in a clean and re-saleable condition;
- the product has been misused (i.e used other than in accordance with any instructions on or with the product) including use for purposes for which the product was not intended;
- · the product is missing parts or documentation; or
- the customer is unable to provide reasonable proof of purchase (e.g. receipt, lay-by agreement, receipt number, credit card statement, completed warranty card).

If the customer exchanges a product for a product of greater value under the 90 Day Changeover Option, the customer must pay to Godfreys the difference between the purchase price of the product being exchanged and that of the product with greater value.

**Note:** The 90 Day Changeover Option is in addition to a consumer's rights under the Australian Consumer Law and are not intended to restrict, modify or exclude the operation of any of the provisions contained in Part 3-2 of the Australian Consumer Law or any similar legislation or substituted amendment, including provisions allowing for refunds for defective goods.

