

Returns Policy

COOLVAC GOODS RETURN POLICY. (Short Version)

Returns will not be accepted whether defective or not unless a Return **Authorisation Number** has been obtained from the Coolvac team and permission given for the goods to be returned to an AUTHORISED SERVICE CENTRE for evaluation and/or repair. There is a 15% restocking fee for incorrectly ordered goods which are **Authorised For Return** and are in new unopened condition. For full terms and instructions of 'Coolvac Returns and Refund Policy' please refer to the full version below.

COOLVAC RETURNS AND REFUND POLICY (Full Version)

Full Contents:

1. INTRODUCTION AND OVERVIEW

All products purchased from Coolvac are sold on a "No Return Basis", so please choose carefully. We offer a return policy on products that are 'Received Faulty', "Damaged in Transit" or "Incorrectly Shipped".

Unless otherwise specified, the rights and benefits set out in this Returns Policy are additional to all conditions, warranties, guarantees, rights, remedies and other terms expressed or implied under any manufacturer's warranty. Nothing in this Returns Policy excludes, or purports to exclude, any warranties or conditions expressed or implied by the Trade Practices Act 1974 (Commonwealth) or any other applicable legislation, that cannot be (or have not been) excluded by agreement

Coolvac does not guarantee product compatibility (unless expressly confirmed in writing by management). Under certain circumstances, products will not be eligible for return, and not all products that are eligible for return are to be returned to Coolvac.

Carefully review all return policies (below) before making your purchase. Shipping charges may apply and are not refundable, except as otherwise provided under this Returns Policy, manufacturer's warranty or other contract or statute. If you still have questions after reading our Returns Policy, please do not hesitate to contact the Australian Coolvac team.

2. RETURN PROCEDURES

All goods to be returned, whether defective or not, will require a Return Authorisation Number before they can be returned. To obtain a Return Authorisation Number, please contact the Coolvac team. You will need to supply the following information, most of which will be on your packing slip or invoice before we can issue a Return Authorisation Number:

- Name and contact details of original purchaser
- Our Reference, Invoice or Packing Slip number
- Part number of product to be returned
- Date on packing slip or invoice
- Reason for return
- Your name and contact details

Each Return Authorisation Number is only valid for one (1) product and must match the product authorised for return. Return Authorisation Numbers are only valid for 7 days, so we must receive the returned product within this period; otherwise, the return may not be accepted if it is returned as "Unopened Product". It is the responsibility of the customer to ensure that all products are suitably packaged in order to prevent damage during return shipping. The customer must not write on or attach labels to the product being returned; otherwise, the return may not be accepted if it is returned as "Unopened Product". A copy of the original packing slip or invoice, or other proof of purchase, must be included with the returned product. If such proof of purchase is not provided, we may only be able to offer a replacement product, or a refund. The Return Authorisation Number should be clearly visible on the outside of the product-shipping carton and addressed as advised by Coolvac to the AUTHORISED SERVICE CENTRE for restocking, evaluation and/or repair. Coolvac accepts no responsibility for loss or damage occurring in transit on return to Coolvac. If a product is not "Received Faulty", "Damaged in Transit" or otherwise returnable under this Returns Policy, and is not returned to us in the original unopened packaging, it may be returned to you at your cost.

Coolvac will test all products returned as "Received Faulty" or "Damaged in Transit" within 7 days of receipt into Coolvac possession. Some products may need to be returned to the manufacturer for testing. If your product is in full working condition or any defects or damage can be shown to have been caused after you took receipt of the product, it will be returned to you and you will be invoiced for the processing and freight costs associated with the return. These invoiced amounts will be payable by you within 30 days of receipt of invoice.

Unless stated otherwise under this Returns Policy, any manufacturer's warranty or other contract or statute, Coolvac reserves the right to refuse any returns that:

- are incomplete or missing parts; or
- are not returned in their original packaging,
- show signs of physical damage to the product or its packaging,
- do not include a valid Return Authorisation Number on the shipping label.
- have an expired Return Authorisation Number.

Please note that events such as wilful damage, misuse, unauthorised repair or tampering with a product may prevent a product being accepted for return.

2.1a Received Faulty product

In the event that you receive a product that is not in working order, you should notify our Customer Service staff immediately upon receipt of the product. In the event that a product develops a fault that appears to have been caused during its manufacture or otherwise prior to purchase (excluding, for example, faults due to wilful damage, environmental conditions or customer misuse post-purchase), you should contact the Coolvac office immediately upon noticing the fault so we can process the return as a "Received Faulty Product". You will be issued with a Return Authorisation Number in accordance with the above procedures. If possible, you should package and address the product for return in accordance with the above procedures (see "Return Procedures"). To minimise processing time and potential difficulties in proving the cause of damage, we recommend that all "Received Faulty Products" be returned to Coolvac approved address within 14 days of purchase. If it is reasonably determined, by Coolvac or the manufacturer, that the product is not defective, it will be returned to you and you will be invoiced a processing fee and freight costs associated with the return. These invoiced amounts will be payable by you within 30 days of receipt of invoice. For products which are determined, by Coolvac or the manufacturer, to be "Received Faulty", a credit will be issued for the original purchase price of the product returned and the freight costs associated with the initial delivery to you. Please note that events such as wilful damage, misuse, unauthorised repair or tampering with a product may prevent a product being accepted for return.

2.1b Damaged in Transit Product

In the event that you receive a product that appears to have been "Damaged in Transit" – that is, damaged in transit from Coolvac or associated manufacturer to you – you should:

- Refuse to accept delivery of the product, • Direct the courier to "Return goods to sender" and • Contact the Coolvac team immediately.

If you have already accepted delivery, and then notice that the product appears to have been damaged in transit, you should contact the Coolvac team immediately. You will be issued with a Return Authorisation Number in accordance with the above procedures. If possible, you should package and address the product for return in accordance with the above procedures (see "Return Procedures"). To minimise processing time and potential difficulties in proving the cause of damage, we recommend that all "Damaged in Transit Products" be returned to Coolvac within 14 days of purchase. If it is reasonably determined by Coolvac that the product has not been damaged in transit, it will be returned to you and you will be invoiced a processing fee and freight costs associated with the return. These invoiced amounts will be payable by you within 30 days of receipt of invoice. For products which are determined by Coolvac to be damaged in transit, a credit will be issued for the original purchase price of product returned and the freight costs associated with the initial delivery to you. Please note that events such as wilful damage, misuse, unauthorised repair or tampering with a product may prevent a product being accepted for return.

2.1c Incorrectly Shipped Product

In the event that you receive a product that is different to the one ordered ("Incorrectly Shipped Product"), you should contact the Coolvac team immediately upon receipt of the product. You will be issued with a Return Authorisation Number in accordance with the above procedures. If possible, you should package and address the product for return in accordance with the above procedures (see "Return Procedures"). For all "Incorrectly Shipped Products", a credit will be issued for the original purchase price of product returned and the freight costs associated with the initial delivery to you. We will arrange for the product to be collected from you for return to Coolvac. If it is found by Coolvac that the product was shipped correctly (for example, where you have ordered the wrong product by mistake), it will be returned to you unless validly returned under one of the other policies contained in this Returns Policy. If it is returned to you, you will be invoiced a processing fee and freight costs associated with the return. These invoiced amounts will be payable by you within 30 days of receipt of invoice. Please note that events such as wilful damage, misuse, unauthorised repair or tampering with a product may prevent a product being accepted for return.

2.1d Faulty Product

In the event that the product you have received is faulty on receipt or develops a fault, you may be able to return it under one of the "Dead on Arrival Product" or "Damaged in Transit Product" procedures above. Please note that events such as wilful damage, misuse, unauthorised repair or tampering with a product may prevent a product being accepted for return.

In such cases, the manufacturers warranty may also apply. Please refer to the procedures below in relation to manufacturers' warranties.

2.2 Manufacturers Return Policy Product

If manufacturer offers to accept opened product for return, then we will honour the manufacturer's returns policy where it involves us as the retailer.

The manufacturer's returns policy will direct you to either:

- return the product directly to the manufacturer, its agent or a third party service provider; or • return the product to the retailer from whom the product was originally purchased.

If the manufacturer directs you to return the product to the manufacturer, agent or a third party, then you should arrange for the product to be returned as directed and otherwise in accordance with the manufacturer's returns policy. The manufacturer will then organise any refund, repair or replacement payable under the policy. If the manufacturer directs you to return the product to us as the retailer, then you should contact the Coolvac team at least 7 days before the expiration date specified by the manufacturer; otherwise, the return may not be authorised in some circumstances.

You will be issued with a Return Authorisation Number in accordance with the above procedures, but you should specify that the goods are being returned under the manufacturer's returns policy. You should also provide any additional information that may be required under the manufacturer's returns policy.

Where possible (and to the extent consistent with the manufacturer's returns policy),

- You will need to package and address the product for return in accordance with the above procedures (see "Return Procedures") and
- You will need to arrange for return delivery of the product at the address advised by Coolvac to the AUTHORISED SERVICE CENTRE for restocking, evaluation and/or repair. Coolvac will not pay or reimburse any costs associated with a customer-organised shipment unless it agrees to do so or is required to do so under this Returns Policy. The product should be received by our warehouse within the period specified by the Manufacturer; otherwise, the return may not be authorised in some circumstances. For products which are validly returned under manufacturer's return policy, a credit will be issued for the original purchase price of product returned less any freight costs associated with the initial delivery to you and the return delivery. If the product has not been validly returned under manufacturer's return policy (or any other policy described in this Returns Policy), it will be returned to you and you will be invoiced a processing fee and freight costs associated with the return. These invoiced amounts will be payable by you within 30 days of receipt of invoice. Please note that events such as wilful damage, misuse, unauthorised repair or tampering with a product may prevent a product being accepted for return.

2.3 Opened Product

We will not accept any opened product for return unless the product is returnable under the express terms of this Returns Policy, or under manufacturer's warranty or other contract or statute. Examples of conditions under which we would accept opened product are:

- "Received Faulty" or "Damaged in Transit" product.
- Product which develops a fault due to a cause occurring prior to purchase.
- Product that could be considered to be not of merchantable quality.
- Product that fails to perform to the manufacturer's specifications

Please note that events such as wilful damage, misuse, unauthorised repair or tampering with a product may prevent a product being accepted for return.

2.4 No Return Basis Product

The term "No Return Basis" means that, unless the product is "Received Faulty", or "Damaged in Transit", "Incorrectly Shipped" or otherwise returnable under manufacturer's warranty or other contract or statute, the product will not be accepted for return. Please note that events such as wilful damage, misuse, unauthorised repair or tampering with a product may prevent a product being accepted for return.

2.5 Processing Credits/Refunds

A credit note will normally be issued within 7 days of us receiving the goods returned in accordance with this Returns Policy, with the exception of goods that are not obviously faulty and may require testing. Where a product is returned because you believe it is faulty and the fault cannot be observed by our internal testing, the product may need to be tested by the manufacturer. In such cases, the testing process may result in delays of up to 28 days before we can determine whether a credit note will be issued. The credit note which is issued can then be used as a payment against future purchases or converted to a refund.

We will only issue refunds on request. For your security, all refunds will be made either by cheque, or by applying a credit against the credit card used for the original purchase. The actual method of refund will or may depend upon the payment method used for the original purchase. In some circumstances, we may elect that a replacement product or repair is sufficient remedy instead of a full refund. This election will be at our sole discretion, but will only occur after consultation with you and in accordance with relevant warranties, other contracts and statutes. If we elect to have a product replaced or repaired, we will do this at our cost and return the product (or its replacement) to you promptly; in these circumstances, we will still refund your freight costs.

3. MANUFACTURERS WARRANTY

With the exception of products that are clearly marked as "Ex-Demo", "Ex-Rental", soiled, second hand, imperfect or damaged, all products, unless noted otherwise, are sold with a full manufacturer's warranty. The warranty periods and service levels vary by manufacturer and product.

The following paragraphs must be read subject to any conditions, exclusions or qualifications contained in this Returns Policy, manufacturer's warranty or any other contract or statute.

All claims for warranty service outside 14 days should, in the first instance, be directed to the manufacturer or their its authorised service centre or agent.

If the manufacturer directs you to return the product to us as the retailer, then you must contact the Coolvac team within 14 days of first noticing the problem for which you are claiming service under warranty, and at least 14 days before the expiration of the warranty period specified by the manufacturer otherwise we may not be able to authorise a return.

You will be issued with a Return Authorisation Number in accordance with the above procedures, but you will need to specify that the goods are being returned under the manufacturer's warranty. You should also provide any additional information that may be required under the "Manufacturer's Warranty" procedures set out in this Returns Policy.

If possible, you should package and address the product for return in accordance with the above procedures (see "Return Procedures"). You will need to arrange for return delivery of the product to the address listed in the above procedures. Coolvac will not pay, nor reimburse any costs associated with a customer-organised shipment under manufacturer's warranty.

The product must be received by our warehouse at least 7 days prior to expiration of the manufacturer's warranty period so as to allow sufficient time for the product to be returned to the manufacturer before the expiration of the warranty period. Upon receipt of the product, Coolvac will return the product to the manufacturer or its authorised service Centre or agent for repair/ or replacement. The product will be repaired/ or replaced at the sole discretion of the manufacturer. Should the manufacturer determine that the fault is not covered by the manufacturer's warranty, then we will advise you of the quoted repair costs and ask if you wish to proceed with the repair. If you decide not to proceed with the repair, the manufacturer may charge you an inspection fee. Once the product is returned to Coolvac by the manufacturer or its authorised service centre or agent, we will arrange return delivery of the product to you. For products where the manufacturer has determined that the fault is not covered by the manufacturer's warranty, we require payment of the manufacturers service charges and any costs associated with processing of the return prior to returning the product to you. If you have problems contacting the manufacturer or its authorised service centre or agent, then please contact the Coolvac team so that we can assist you with your warranty claim.

4. NON-WARRANTY SERVICE AND REPAIRS

All claims for Service not covered by any kind of warranty should, in the first instance, be directed to the manufacturer or its authorised service centre or agent. If the manufacturer directs you to return the product to us as the retailer, then you must contact the Coolvac team. You will be issued with a Return Authorisation Number in accordance with the above procedures, but you will need to specify that the goods are being returned for "Non-Warranty Service or Repairs". You will need to package and address the product for return in accordance with the above procedures (see "Return Procedures").

You will need to arrange for return delivery of the product to the address listed in the above procedures. Coolvac will not pay or reimburse any costs associated with a customer-organised shipment for Non-Warranty Service or Repairs. Upon receipt of the product, Coolvac will return the product to the manufacturer or its authorised service centre or agent for repair. The product will be repaired at the sole discretion of the manufacturer. Once the manufacturer has determined a repair cost, we will advise you of the quoted repair costs and ask if you wish to proceed with the repair. If you decide not to proceed with the repair, the manufacturer may charge you an inspection fee. Once the product is returned to Coolvac from by the manufacturer or its authorised service centre or agent, we will arrange return delivery of the product to you. We require payment of the manufacturer's service charges and any costs associated with processing of the return prior to returning the product to you. If you have problems contacting the manufacturer or its authorised service centre or agent, then please contact the Coolvac team so that we can assist in getting your product repaired.

5. PRICES & PAYMENT

For each online order, you must pay: the applicable price for the relevant goods confirmed by Coolvac; and the delivery and handling fee specified on the web site at that time.

For each offline order or quantity-based order, we will advise you of total order amount before the order is processed and then negotiate the most appropriate payment method. Your order and credit card details are safe and secure. We do not accept or store any credit card details. Credit card information is provided directly to the DPL Secure Payment Gateway. Secure Pay use encoded Secure Sockets Layer (SSL) technology, an encryption protocol that protects data as it travels over the Internet.

At this stage we can only accept payments using the methods stated in the Orders & Payment section of this web site. We are unable to accept COD charges. Payment must be cleared before the goods are dispatched. We reserve the right to request additional information under certain circumstances to ensure the security of our customers credit card details and to ensure we are not the victims of credit card fraud. If you place an order by credit card you may be requested to supply additional identification to validate your identity before the order is processed.

6. DELIVERY POLICY

Our comprehensive delivery policy is available to view under Delivery section of website.

7. YOUR ACCOUNT

You agree to take responsibility for the safekeeping of your user name and password. You are liable if your user name or password is used by an unauthorised person. You agree to release and indemnify Coolvac in connection with any use (whether

authorised or unauthorised) of your user name or password. Coolvac may suspend or cancel your account at any time without prior notice.

8. PICTURES

Coolvac aims to include up-to-date pictures of all of the goods on this web site. However, our picture of the goods may differ from the actual goods.

9. PRIVACY

Coolvac will comply with the Coolvac Privacy Policy. Coolvac will not reveal your personal information to external organisations except for the purposes of fulfilling your order.

10. LIABILITY

Any liability of Coolvac in connection with goods or services supplied to you will, subject to any non-excludable liability for breach of conditions or warranties implied by legislation and to the maximum extent permitted by law, at the election of Coolvac be limited to:

- i. in relation to goods, the replacement of the goods or the supply of equivalent goods; and
- ii. in relation to services, the supplying of the services again or the payment of the cost of having the services supplied again.

11. CHANGES TO POLICIES

Each order is governed by our return and refund, privacy and delivery policies current when the order is placed. Coolvac may add to, delete or otherwise change these policies without notice. It is your responsibility to read and understand our policies each time you place an order.

12. APPLICABLE LAW

All purchases under this web site and these terms and conditions are subject to the laws of all states of Australia.

Please don't hesitate to contact the Coolvac team if you require clarification of any aspect of our Returns and Refund Policy