



Breastmilk Jewellery™ PRODUCT RETURNS FORM

Thanks for shopping at Breastmilk Jewellery.

if you are not entirely satisfied with your purchase, we're here to help.

You have 7 calendar days to contact us in regards to your concern, and 30 calendar days to return an item from the date you received it.

This form must be filled out and returned with your product.

To be eligible for a return, your item must be returned at your own cost and in the jewellery box you received it in, this ensures your jewellery is safe from damage during transit.

Your item needs to have the receipt or proof of purchase attached to the back of this form, and the following fields must be filled out

.ORDER NUMBER

. NAME ON THE ORIGINAL ORDER

. HAVE YOU READ OUT TERMS AND CONDITIONS?

. WHAT IS THE CONCERN WITH THE PRODUCT?

. HOW WOULD YOU LIKE TO SEE THIS PROBLEM RESOLVED?

. IS THERE A THREAD OF CONVERSATION ON FACEBOOK OR EMAIL WHERE WE CAN SEE PAST CORROSPONENCE IN REGARDS TO THIS MATTER?

Please be sure to read the following terms and conditions of refunds and returns:

ACCEPTANCE

1. The Customer shall inspect all Goods immediately upon delivery/completion and shall not

make any claim in respect of the Goods unless the Goods are defective and the Customer provides written notice of any alleged defect to BMJ (defect notice) within seven (7) days of delivery.

2. If the Customer fails to give a defect notice in accordance with this clause, then subject to

any non-excludable condition implied by law, the Goods shall be deemed to have been accepted by the Customer.

3. If BMJ accepts a defect notice, the Customer must permit BMJ to have access for the purpose of attending to any agreed remedial work.

8. CANCELLATION OF ORDERS

No order may be cancelled without the consent of BMJ and is at the absolute discretion of BMJ.

9. RETURN

Except as required under any applicable law, BMJ is not obliged to accept the return of any Goods, and will only do so on terms agreed in writing.

10. REFUND

1. Given the Goods are handcrafted and contain materials that are personal to the Customer and provided by them refunds are not provided Unless the Goods are faulty or contain a manufacturing defect.

2. Variations in colour or texture do not constitute a defect. The Customer acknowledges that photos and other material on the BMJ website are indicative only and that the Goods may differ.

11. **TITLE**

Title to Goods does not pass to the Customer until payment in full is received by BMJ from the Customer.

12. **ENTIRE AGREEMENT:**

1. These Terms & Conditions contain the entire agreement between the parties and supersede all previous agreements concluded between the parties. Each order and invoice (or delivery slip) shall constitute a binding and enforceable contract between BMJ and the Customer on the terms set out in these Terms & Conditions.
2. Any attempt by the Customer to impose any variation or additional terms inconsistent with these Terms & Conditions shall not bind BMJ.

13. **RISK**

Risk in the Goods passes to the Customer upon delivery or pickup of the Goods.

14. **WARRANTIES**

Except as expressly set out, BMJ makes no express warranties or other representations under these Terms & Conditions.

15. **CONSUMER GUARANTEES**

1. Nothing in these Terms & Conditions purports to modify or exclude the Consumer

Guarantees, or any other right available to the Buyer under the Competition and Consumer Act 2010 (Cth) (including the ACL).

2. Except as expressly set out, BMJ makes no express warranties or other representations

under these Terms & Conditions.

16. **LIMITATION**

1. BMJ's liability in respect of the Consumer Guarantees and any other warranties is limited to the fullest extent permitted by law.
2. To the extent permitted by statute, the Consumer Guarantees and any other warranties or representations are void if the Customer or any other person:
 1. attempts to modify, reverse engineer, decompile, create other works or products from, or disassemble any part of the information contained in or extrapolated or executed from the Goods;
 2. interferes with, alters or removes any packaging or labelling of any of the Goods;
 3. causes or permits any contamination of the Goods; or
 4. fails to comply with manufacturer's instructions in relation to the use, application, storage and integrity of the Goods (including specifications and installation guidelines set out in any product manual).

3. To the extent permitted by law, the liability of BMJ from the failure of any Goods to comply with the Consumer Guarantees or any other warranty or condition implied by law shall be limited to (at BMJ's option):
 1. the replacement or resupply of the Goods;
 2. the cost of replacement or resupply of the Goods;
 3. the repair of the Goods; or
 4. the cost of the repair of the Goods.

17. JURISDICTION

These Terms & Conditions are to be interpreted in accordance with the Acts of the State of Victoria Australia, and the parties submit to the jurisdiction of the Courts of that State.

18. GENERAL

1. **Force Majeure:** The Customer releases BMJ from any claim, liability or responsibility concerning late delivery or failure to deliver Goods if this is due to strike, lockout, riot, industrial action, fire, storm, tempest, act of God, material shortage, government law or regulation or requirement or any other cause beyond the control of BMJ and no such failure shall entitle the Customer to cancel and order or withhold payment.
2. **Dispute Resolution:** If a dispute arises out of, or in any way in connection with, or otherwise relates to the supply of Goods, these Terms & Conditions or the breach, termination, validity or subject matter thereof, or as to any related claim at law, in equity or pursuant to any statute, the parties agree that they must not commence proceedings (other than for urgent interlocutory relief) in respect of such dispute until the parties first meet in good faith and use their best endeavours to resolve the dispute to their mutual satisfaction.
3. **Variation:** BMJ may vary these Terms & Conditions from time to time, by notice in writing to the Customer.

These Terms and Conditions have been written by, and are copyrighted to,

Heinz & Partners

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Customer signature and date:

