

ENGLAON Television Australia

Return Policy

This Return Policy (“Policy”) applies to the following purchases: TVs, Smart Mirrors and other Accessories.

1. General

1.1. We offer repairs, replacements and refunds in accordance with the Australian Consumer Law and with the terms set out in this Return Policy (referred to as the “Policy”).

1.2. Any benefits set out in this Policy may apply in addition to consumers’ rights under the Australian Consumer Law.

1.3. Before making a purchase, please read this Policy so that you can understand your rights and what you can expect from us if you’re not satisfied with your order.

2. Australian Consumer Law

2.1. The Australian Consumer Law provides a set of Consumer Guarantees that protect consumers when they buy products and services.

2.2. If the Australian Consumer Law applies, then we can’t avoid the Consumer Guarantees that it provides. If there’s an inconsistency between this Policy and the Australian Consumer Law, the Australian Consumer Law will prevail.

2.3. In accordance with the Australian Consumer Law and the information laid out in our General Warranty:

(a) Our goods and services come with guarantees that can’t be excluded under the Australian Consumer Law.

(b) For major problems or faults (as defined in the Australian Consumer Law) with a service, you’re entitled:

(i) to cancel your service contract with us; and

(ii) to a refund for the unused portion, or to compensation for its

reduced value.

(c) In the event of a major problem or fault where the product is determined defective through no fault of the customer, you're entitled to choose a replacement or refund (as defined in the Australian Consumer Law) within 30 days of your original purchase.

(d) In the event of a major problem or fault where the product is determined defective through no fault of the customer after 30 days of purchase and it is still within the Warranty Period, we'll happily repair it for you. If we deem that it's not repairable, then we'll replace it with an equivalent or better model.

(e) If an issue with the goods or a service doesn't amount to a major problem or fault and is defined as a minor problem instead, and the product is determined defective through no fault of the customer, you're entitled to have the minor problem or fault rectified (repaired) in a reasonable time. If this isn't possible, you're entitled to a replacement. Please note that this is subject to your product or the service still being under the General or Extended Warranty.

(f) You're also entitled to be compensated for any other reasonably foreseeable loss or damage from a major problem or fault with the goods or service.

2.4. Please keep in mind that under no circumstances are we able to ship a new item or issue a refund without receiving the item you're returning in our warehouse first.

2.5. ENGLAON is unable to provide any loan equipment while TVs are being repaired.

2.6. Further information about the Australian Consumer Law and these Consumer Guarantees is available from the website of the Australian Competition and Consumer Commission (ACCC).

3. Cancellation and Change of Mind

3.1. In the event that you receive the products or services you've purchased,

as stated, but that you simply change your mind, we may, at our discretion, offer you a refund or exchange, provided that:

- (a) You notify us and return the product(s) within 7 days of receipt.
- (b) In the case of services, the services haven't already been performed.
- (c) All of the following conditions are satisfied:
 - the product must be in brand new condition, unused and in its original packaging
 - the postage you originally paid is non-refundable
 - all change of mind returns are subject to a 10% – 20% restocking and handling fee, depending on the condition of the product when it arrives
 - sale items won't be issued with a refund, but you'll be eligible for a credit note.

4. Incorrect Products Shipped and Products that are Dead on Arrival (DOA)

4.1. In the event that you receive the incorrect product or your TV is Dead on Arrival (DOA):

- (a) Please contact our Customer Service team within 3 business days with a photo of the product(s) and the packaging for our records.
- (b) Any incorrect product or TV deemed Dead on Arrival (DOA) must be returned to us within 7 business days in the condition it was received, together with any packaging and other items that you received with it, in its original packaging.

4.2. We'll replace the product with an equivalent product, or refund it, provided that you've contacted Customer Services and returned the product as per the instructions above within the stipulated time frame.

5. Exceptions

5.1. Notwithstanding the other provisions of this Policy, we may refuse to provide a repair, replacement or refund for a product or service you've

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purchased if:

- (a) You misused the said product in a way that caused the problem.
- (b) You knew or were made aware of the problem(s) with the product or service before you purchased it.
- (c) You asked for a service to be done in a certain manner, or you asked for alterations to a product, against our advice, or you were unclear about what you wanted.
- (d) Any other exceptions that apply under the Australian Consumer Law.

6. Shipping Costs for Returns

6.1. In the event that a product you've purchased fails to meet one or more Consumer Guarantees under the Australian Consumer Law, we'll send you a prepaid Australia Post label so that you can return it to us at 820 Mountain Highway, Bayswater VIC, 3153.

6.2. We hope you understand that we can't cover the cost of the packaging you'll need, nor will we be able to send packaging to you. We strongly recommend that you keep your original packaging to assist in this return process.

6.3. If the product you wish to return is too large, too heavy, or otherwise too difficult to be removed and returned by you, and is believed to be eligible for a repair, replacement or refund under the terms of this Policy (including under the Australian Consumer Law), then we'll organise for the postage, shipping, transportation or collection of the Returned Product, at our cost.

6.4. In the event that we organise and pay for the inspection, postage, shipping, transportation or collection of a Returned Product, and it turns out not to be eligible for a repair, replacement or refund under the terms of this Policy (including under the Australian Consumer Law), then you'll be required to pay the costs of any inspection, postage, shipping, transportation or collection of the Returned Product.

6.5. In the case of a Change of Mind return, you'll need to pay for return shipping yourself and will be held liable for loss or damage in transit.

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7. Response Time

7.1. We aim to process any requests for repairs, replacements or refunds within 3 business days of receipt.

8. How to Return Products

8.1. All TVs will need to be suitably packaged for transit prior to return to prevent any damage, especially to the screen. Please follow the instructions in the document 'How to Return your Product.'

8.2. You can find the 'How to Return your Product' document on our website, or request it from our Customer Service team.

8.3. Unless otherwise stated, we'll pay all refunds in the same form as the original purchase or to the same account or credit card used to make the original purchase.

8.4. To be eligible for a refund, repair or replacement, you must provide proof of purchase.

9. Contact Us

9.1. Please feel free to contact our Customer Service team with any questions you may have:

Email: service@englaon.com.au

Call: 03 9121 3737

Our hours of operation are Monday to Friday 9am to 5pm AEST.