

# Consumer Guarantee Rights

## DEFECTIVE PRODUCTS

You have rights under the Consumer Guarantees Act 1993 (the "CGA"), 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:

- refund;
- replacement with identical product; or
- repair.

If the product has a failure of substantial character, you may choose either:

- refund
- replacement with identical product or product of similar value or;
- repair.

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

A failure of substantial character is where a product:

- has a problem that would have stopped a reasonable customer from buying the item if they had known about it,
- is unsafe,
- is significantly different from the sample or description shown to a reasonable customer, or
- does not do what the product or Godfreys (including sales staff) said it would.

If you agree to a repair of a product with a failure of substantial character, you are still entitled to refund or replacement at any time.

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 aware of the defect or did not notice an obvious defect before purchase;
- you have thrown away, destroyed, lost or damaged the product;
- you are 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 Consumer Guarantees Act 1993 for defective products or Godfreys 10 Day Money Back Guarantee, please take the product to any Godfreys store.

## Refunds

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. Refunds of purchases made using buy now, pay later services can only be processed at the store of purchase unless exceptional circumstances apply.

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.

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

In addition to your rights under the Consumer Guarantees Act 1993, Godfreys offers the following return option.

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".

### 10 Day Money Back Guarantee

A customer may return any product for a full refund within 10 days of purchase for any reason. The product must be returned in a clean and resaleable condition. All refunds are subject to the exclusions and qualifications set out 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 (use 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).

Note: The Godfreys 10 Day Money Back Guarantee are in addition to a consumer's rights under the Consumer Guarantees Act 1993 and is not intended to restrict, modify or exclude the operation of any of the provisions contained in the Consumer Guarantees Act 1993 or any similar legislation or substituted amendment, including provisions allowing for refunds for defective goods.