



McLoughlin Mini Loaders Returns Policy

We understand that sometimes you may need to return a product you have purchased from a McLoughlin Mini Loader, to assist you, we have set out below the McLoughlin Mini Loaders Returns Policy that you should know.

Our Returns Policy includes the rights you have under the Australian Consumer Law and other relevant laws.

Your Rights under the Australian Consumer Law - *Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a **major failure** and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods **repaired or replaced** if the goods fail to be of acceptable quality and the failure does not amount to a major failure.*

1. You shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify McLoughlin Mini Loaders of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote.
2. You shall also afford McLoughlin Mini Loaders the opportunity to inspect the Goods within a reasonable time following delivery if you believe the Goods are defective in any way.
3. If you shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which McLoughlin Mini Loaders has agreed in writing that you are entitled to reject, McLoughlin Mini Loaders liability is limited to either (at the McLoughlin Mini Loaders discretion) replacing the Goods or repairing the Goods except where you have acquired Goods as a consumer within the meaning of the Trade Practices Act 1974 or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Goods, or repair of the Goods, or replacement of the Goods.

Returns will only be accepted provided that:

- (a) You have complied with the provisions outlined above, and
- (b) where the Goods are unable to be repaired, the Goods are returned at your cost within thirty (30) days of the delivery date, and
- (c) McLoughlin Mini Loaders will not be liable for Goods which have not been stored or used in a proper manner, and
- (d) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.

4. McLoughlin Mini Loaders may (at their sole discretion) accept the return of Goods for credit but this may incur a handling fee of up to twenty percent (20%) of the value of the returned Goods

5. Where a failure does not amount to a major failure, McLoughlin Mini Loaders is entitled to choose between providing you with a repair, replacement or other suitable remedy.

6. Your rights under the Australian Consumer Law are not limited by a defined time. However, the Australian Consumer Law does recognise that the relevant time period can vary from product to product, depending on factors such as the nature of the product and the price. McLoughlin Mini Loaders adopts the same approach. As you can appreciate, the type of remedy we can offer you may also vary depending on how long it takes you to return the product to us.

Goods may be returned to McLoughlin Mini Loaders provided that:

- (i). You (the purchaser) must return your goods within 14 days of the initial request.
- (ii). A return authorisation is not a credit note, and it is not an agreement for replacement or refund, this will be determined upon the receipt of your goods to the designated McLoughlin Mini Loaders Branch.
- (iii). Prior approval or a reference 'return authorisation number' must be provided by McLoughlin Mini Loaders.
- (iv). Refunds will only be processed if the goods are returned in original packaging and in a re-sellable condition except where special arrangements have been made.
- (v). The buyer is responsible for all freight costs except where special arrangements have been made or goods have been incorrectly supplied.
- (vi). All necessary information is supplied by you the purchaser.
- (vii). If the above conditions are not met, McLoughlin Mini Loaders reserves the right, at its own discretion to cancel and dishonour a 'return authorisation' request.