

RETURNS POLICY

This policy sets out the circumstances in which goods or services ("Goods") supplied by Locktec Australia Pty Limited ("Locktec") to a customer ("you") will be accepted for return.

AUSTRALIAN CONSUMER LAW

The sale of Goods by Locktec will be subject to certain laws including, without limitation, the Australian Consumer Law ("ACL"). Our Goods come with guarantees that cannot be excluded under the ACL. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonable 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.

This policy is in addition to any rights you have at law including under the ACL which is Schedule 2 of the Competition and Consumer Act, 2010 ("Act").

NO CHANGE OF MIND RETURNS

Please choose carefully as Locktec does not accept return of goods because you change your mind or make a wrong decision about Locktec's goods or services.

ASSESSMENT OF GOODS FOR RETURN

Locktec reserves the right to assess the eligibility of Goods for return (including the condition and age of the goods) **BEFORE** accepting them as returned. All Goods which a customer wants assessed for return must be:

1. accompanied by proof of purchase from Locktec either by providing a receipt or other proof of transaction; and
2. unmarked and complete with instruction books and accessories such as remotes, controllers, power cords, batteries, battery chargers, connectivity cables and any other out of box accessories supplied as part of the purchase.

Please note that it may be necessary for the manufacturer of the Goods to inspect the Goods in order to assess eligibility for return. Locktec will endeavour to procure such assessment within a reasonable time.

While Goods are being assessed, Locktec will not be deemed to have accepted the Goods for return.

WHEN GOODS WILL BE ACCEPTED FOR RETURN

Except where required under the ACL or other applicable consumer protection laws or regulations, Locktec will accept Goods for return in accordance with this Returns Policy and only after assessment as set out above, where the Goods are returned in the compliance with 1. and 2. above and:

1. fail to meet a consumer guarantee under the ACL; or
2. are subject to any express warranty given by:
 - (a) Locktec; or
 - (b) the manufacturer of the goods;

and the goods are returned in accordance with the terms of that warranty.

WHAT HAPPENS WHEN GOODS ARE ACCEPTED FOR RETURN?

Subject to any obligation of Locktec at law to the contrary, when Locktec accepts Goods for return:

1. for a failure to comply with a consumer guarantee which is not a "major failure", Locktec may either:

- (a) have the goods repaired or provide an identical replacement ; or
- (b) provide a refund of the amount paid for the goods;

within a reasonable time.

2. for a failure to comply with a consumer guarantee which cannot be remedied or a "major failure" (as defined in the ACL), you may either:

- (a) reject the goods and choose a refund or identical replacement or one of the same type and similar value (if reasonably available);
- (b) keep the goods and get compensation for any drop in value of the goods caused by the failure; or
- (c) agree with Locktec to a repair of the goods; and

3. under express warranty, Locktec may either repair or replace the goods or offer a refund in accordance with the express warranty.

A "major failure" is defined in the ACL and broadly is one where a reasonable consumer would not have acquired the goods had the consumer been fully aware of the failure, the goods are unsafe, substantially unfit for purpose or departed significantly from the demonstration model or sample. In this regard you should refer to the ACL.

If you reject goods purchased from Locktec in accordance with the ACL, you must return the goods to Locktec. If the goods cannot be returned without significant cost to you as prescribed under the ACL, you may ask Locktec to collect the goods.

If goods are accepted for repair, Locktec will undertake such repairs within a reasonable time. All repairs will be undertaken as prescribed under the ACL.

If you are entitled to a refund under the ACL, your refund will be issued by credit card, cheque, EFT or PayPal depending on your original payment method for the goods.

WHAT HAPPENS AFTER YOUR GOODS HAVE BEEN REPAIRED?

After your Goods have been repaired or replacement Goods become available, as the case may be, Locktec will contact you to make arrangements for delivery of your Goods. Locktec will only pay for delivery of the Goods if they were repaired or replaced because of a major failure or if Locktec is required by law to meet the delivery cost.

NON RETURNABLE GOODS

Except where required under the ACL or other applicable consumer protection laws or regulations, the following products are not eligible for return:

- Electronic software downloads;
- Subscriptions to the software update programmes;
- Opened software where the applicable licence has been used, copied or disclosed;
- Gift Cards and recharge cards to extent they have been used or expired.

Except where required under the ACL or other applicable consumer protection laws or regulations, opened software cannot be returned if it contained a seal with the software license on the outside of the package and you could read the software license before opening its packaging.

PRESCRIBED INFORMATION REGARDING REPAIR OF GOODS

Goods returned for repair which are capable of retaining "user-generated data" as defined under the Act, may as a result of the repair, be subject to loss of data.

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 Goods.

ONLINE SALE RETURNS

The process for return of Goods purchased from Locktec online is set out in this Returns Policy with the additional requirement that you need to first obtain a Return Authorisation number ("RA") to identify your Goods.

If you purchased Goods online via Locktec's website and you would like to return them, you should first contact our Customer Services Department on 1300 55 22 50 who will give you a "RA" number and indicate where the Goods should be sent for assessment of eligibility for return.

If you reside within NSW or the ACT, you may return the Goods to a Locktec store of your choice provided you first contact the Customer Services Department to obtain a "RA" number and otherwise meet the requirements of this Returns Policy.

STATUTORY RIGHTS NOT AFFECTED

This Returns Policy will not affect your statutory rights including those under the ACL. To the extent of any inconsistency between this policy and your statutory rights, your statutory rights will take precedence.

FURTHER INFORMATION

If you have a question in relation to this Returns Policy or believe that Locktec or any of our staff have not observed your rights under the ACL, please do not hesitate to contact Locktec by writing to:

Locktec Australia Pty Ltd
5 Buna Place
Allambie Heights NSW 2100
Scanner Support Hot Line: 1800 335 918, NZ free call 0800 694 626
Ph: +61 2 9975 6475
ABN 54 058 675 620