

#### Inspire | Innovate | Diversify

#### **Returns Policy**

Whirlmarket Store endeavours for you to be happy and satisfied with your purchase. If you are not completely satisfied, you can return the product to us and we will either repair/replace it, or credit your account, subject to the below terms. This Policy applies to products bought from Whirlmarket Store itself and from Third-Party Sellers.

Certain parts of this Policy do not apply to Unboxed Deals, Refurbished products or used products, and this is indicated in the relevant sections below. Unboxed Deals are returned products that are offered for sale at discounted prices, because their original packaging is damaged, unsealed or missing, or the products show signs of handling and/or re-packaging.

This Policy forms part of the Whirlmarket Store Terms and Conditions, and so words defined in the Terms and Conditions have the same meaning in this Policy, unless the context indicates otherwise. Nothing in this Policy is intended to limit your statutory rights in any way.

## Preparing your products for a return

To ensure your request is processed as quickly as possible you are responsible for the following when returning your products;

- package your products safely and securely for protection during transit;
- clearly mark your return reference number on the outside of the parcel; and
- include all accessories and parts that were sold with the product.

Failure to adhere to any of these requirements could delay the processing of your request or result in its decline altogether.

## 1: Unwanted products

You can return an unwanted product to us at no charge, provided:

- it is undamaged and unused, with the original labels and stickers still attached;
- save in relation to Unboxed Deals, refurbished products and used products, it is in the original packaging, which must be undamaged and in its original condition with all seals still intact (if applicable);
- it is not missing any accessories or parts;
- you log a return with us within 7 days of delivery to you of the unwanted product. After 7 days, you can only return a product if it is defective; and
- it is not one of the products listed below.

# Changed your mind?

Where you have changed your mind and would like a credit for a product, you can return it – provided the product is not:

- a digital product such as an ESD, electronic voucher, or other digital download;
- a product which has been personalised for you or made to your specifications, e.g. customised
   Notebook etc.

You will return the product back to us at your cost. We will inspect the product upon receipt. Once we have inspected the product and validated your return, we will credit your account with the purchase price of the product within 7 days of the return (or refund you if that is your preference).

# Want to exchange?

You may exchange a product within 7 days as long as it is not opened and still in sellable condition. We are entitled to inspect the product to validate your return. You will send back the product to us at your cost and we will ship the exchange product thereafter.

#### Not what you ordered?

If we accidentally deliver the wrong product to you, or if the product is not as described on the Website, please notify us and we will collect the product from you at no charge. If the product is missing any accessories or parts, you will need to follow the process set out in section 2 below. Once we have inspected the product and validated your return, we will at your choice deliver the correct product to you as soon as possible (if the correct product is available); or credit your account with the purchase price of the product within 10 days of the return (or refund you if that is your preference).

#### 2: Products damaged on delivery

Should a product be damaged or missing any parts or accessories at the time of delivery / collection, **please notify us within 7 days** of such delivery here.

We will arrange to collect the product from you at no charge. Once we have inspected the product and validated your return, we will at your choice repair / replace the product as soon as possible (if such repair is possible/ we have the same product in stock to use as a replacement) or credit your account with the purchase price of the product (or refund you if that is your preference).

## 3: Defective products

We do our best to ensure that the products we deliver to you are of a high quality, and in good working order and without defects.

What is a defect? A defect is a material imperfection in the manufacture of a product or any characteristic of a product, which makes the product less acceptable than one would reasonably be entitled to expect in the circumstances.

The following will **NOT** be regarded as defects and will not entitle you to a return under this section 3:

- faults resulting from normal wear and tear;
- damage arising from negligence, user abuse or incorrect usage of the product;
- damage arising from electrical surges or sea air corrosion;
- damage arising from a failure to adequately care for the product;
- damage arising from unauthorized alterations to the product;
- where the specifications of a product, although accurately described on the Website and generally fit for its intended purpose, do not suit you; and
- in relation to Unboxed Deals or used products, signs of handling and/or repackaging.

#### 6: Bundles

There are two types of bundles: a bundle consisting of products that either we or you (as provided on our website) have combined together in a single bundle ("**Bundle Deal**"); or a bundle compiled by our supplier and supplied to us as a single unit ("**Pre-packed Bundle**"). All returns relating to bundles are subject to the terms of this Policy as read with the following provisions:

- Bundle Deal You may return a Bundle Deal as a whole or any of its component products individually to us. If you qualify for a credit in respect of any component product, we will credit your account with the actual purchase price (after applying any applicable saving or discount) you paid for such a product as displayed in your order history.
- Pre-packed Bundle Unless otherwise indicated by us, your return of a Pre-packed Bundle will
  only be accepted if you return all of its component products to us. Failure to do so may result in
  us declining the return of a Pre-packed Bundle.

#### 7: Charges and refunds

If you return a defective product (excluding ESD) to us, but you fail to return all of the accessories and parts that were sold with that product, we are entitled to (subject to applicable law) refuse the return, or only to replace the item that you did return; or to estimate the value of the missing accessories and parts and to credit or refund you in respect of the returned item only.

If you return a product (excluding ESD) that does not comply with this Policy, you may be liable to reimburse Whirlmarket Store for the cost of collecting the product from you and the cost of having the product returned to you.

Under no circumstances will donations you make on our Website, or any goodwill credit you may receive from us, be refunded.

Please note that we only refund to the payment method that you originally used – i.e., payment by credit card will be refunded to the same credit card, payment by Instant EFT or COD (cash on delivery) will be refunded to your nominated bank account.