Refund, Return and Repair Policy

This Refund, Return and Repair Policy applies to goods purchased in a Medimart store or online at **www.medimart.com.au.**

At Medimart, we want you to be satisfied with your purchase.

We recommend that:

- you read this Refund, Return and Repair Policy before purchasing so you can make an informed decision and understand your rights under the Australian Consumer Law; and
- you inspect goods promptly after delivery or collection to check that they are of acceptable quality and match Medimart's description. This is a recommendation only and is not a condition of your ACL rights.

If you have any questions about this Refund, Return and Repair Policy, please contact our **Customer Support Team**.

Your Rights under the Australian Consumer Law

Nothing in this policy excludes, restricts or modifies any right or remedy that cannot lawfully be excluded, restricted or modified under the *Competition and Consumer Act 2010* (Cth), including Schedule 2, the Australian Consumer Law (ACL).

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 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.

ACL remedies apply by law. They are separate from, and may continue beyond, any manufacturer's or other voluntary warranty and any voluntary change-of-mind return offered by Medimart. Voluntary warranties and change-of-mind returns are additional to, and do not limit, your ACL rights.

What "reasonable" means

When this policy or the ACL refers to what is "reasonable", this is an objective standard assessed in the circumstances. Relevant factors may include the nature, price and expected life of the goods; the type and seriousness of the fault; the goods' size, weight, installation and location; transport cost and practicality; availability of parts; complexity of assessment or repair; safety considerations; and the time reasonably required to assess, collect, repair, replace or refund.

Any internal target, indicative timeframe or estimate given by Medimart is a guide only. It does not limit your ACL rights or extend the time within which Medimart must provide a remedy under the ACL.

Returns Policy

We want you to love the goods you purchase.

Please choose carefully. Medimart is not required to provide a refund or exchange because you change your mind, select the wrong goods, find a cheaper price elsewhere or no longer need the goods. Medimart may choose to approve a voluntary change-of-mind return on the conditions in this policy. You must request a voluntary change-of-mind return **within 30 days after purchase or delivery, whichever is later**, unless Medimart exercises its discretion to accept a later request. This 30 day timeframe does not limit your ACL rights.

Special-order or customised goods are not eligible for a voluntary change-of-mind return. This does not affect your ACL rights if those goods are faulty, unsafe, misdescribed or unfit for a normal or disclosed purpose.

We recommend you carefully review the goods and your order details before proceeding with a purchase. If a particular fault or damage was clearly and specifically disclosed before purchase, that disclosed issue itself will generally not entitle you to an ACL remedy. Unrelated or undisclosed defects remain subject to your ACL rights. For display goods, seconds or damaged goods, Medimart will, where practicable, describe the particular fault or damage

in writing, display the notice with the goods or record it on the quotation, order or invoice, draw it to your attention before the transaction is completed and obtain your acknowledgement.

You must provide reasonable evidence that the goods were purchased from Medimart. Evidence may include a receipt or tax invoice, bank or card statement, electronic transaction or online account record, gift receipt, packing slip, serial-number record or Medimart's own records. Medimart may reasonably validate the evidence provided.

For an approved voluntary change-of-mind return, goods must be unopened, unused, in saleable condition and, where reasonably required, in their original packaging. These conditions do not apply to an ACL claim, and original packaging is not required for an ACL claim.

Hygiene-sensitive and contamination-risk products

For voluntary change-of-mind returns, Medimart will not accept goods that have been opened, unsealed, used, trialled against the body or otherwise exposed to a hygiene or contamination risk, unless Medimart agrees otherwise.

This may include, without limitation, commodes; shower chairs and bathroom aids; toilet and toileting products; cushions and mattresses; daily living aids that may come into contact with the body or mouth; slings and items of clothing that may come into contact with the body or mouth; transfer benches; compression garments; braces and supports; bedding and bedding protectors; continence products; mattress protectors; lifting slings; bed and chair pads; personal-care products; and similar goods.

Medimart may require intact tamper-evident seals and original hygienic packaging for these voluntary returns.

IMPORTANT: This exclusion applies only to voluntary change-of-mind returns. It does not exclude, restrict or modify your ACL rights or remedies where goods are faulty, unsafe, misdescribed, not of acceptable quality or unfit for a normal or disclosed purpose.

For an ACL claim involving a hygiene-sensitive or contamination-risk product, Medimart may use a safe and reasonable assessment, isolation, packaging or collection process, including requiring you to follow reasonable handling instructions. Medimart will not refuse the claim merely because the goods were opened or used where opening or use was necessary to discover the problem.

This policy, including its change-of-mind limits, does not exclude, restrict or replace your rights under the consumer guarantees in the ACL or any other rights that cannot lawfully be excluded.

Medimart Point of Purchase means, as applicable:

- for Website Orders, the Medimart warehouse or other facility from which the goods were initially dispatched, or another location nominated by Medimart; or
- for Medimart Store Orders, the relevant Medimart store where the goods were purchased or, if that store is no longer operating, another Medimart store or location nominated by Medimart.

ACL and Warranty Returns

Return and assessment arrangements depend on the goods and the claim. No assessment, remedy, labour, parts or freight fee applies to a covered ACL claim.

Small Items

For goods that can be posted or easily transported, Medimart may initially ask you to return the goods to a Medimart Point of Purchase for assessment.

If an ACL failure is confirmed, Medimart will reimburse your reasonable return costs and provide the remedy required by the ACL. If no covered problem is found, reasonable assessment or return charges may apply only if disclosed in advance where practicable.

Large Items

If you reasonably claim that goods have an ACL failure and the goods are large, heavy, installed, difficult to remove or costly to transport, Medimart will arrange and pay for collection or another reasonable assessment process.

If no ACL or warranty problem is found, Medimart may recover reasonable collection or inspection costs only if it gave you a reasonable estimate beforehand.

If the goods have an ACL failure, Medimart will provide the remedy required by the ACL and bear the reasonable transport costs required by law. For a major failure, you choose a refund or replacement, or may keep the goods and

claim compensation for reduced value. If no ACL or warranty problem is found, reasonable return costs may apply only if disclosed in advance where practicable.

Interstate ACL and Warranty Returns

For interstate returns, Medimart will consult you about a reasonable return or alternative assessment process. Your location does not remove Medimart's obligation to arrange or bear reasonable collection or transport costs where the ACL requires.

The Small Items and Large Items provisions above apply, subject always to your ACL rights.

Remote Locations

For goods in a remote location, Medimart will consult you about a reasonable collection, transport or alternative assessment process. An on-site inspection may not always be practicable, but your location does not remove Medimart's obligations under the ACL.

Medimart will arrange or bear reasonable collection or transport costs where required by the ACL. The Small Items and Large Items provisions above otherwise apply.

Notification and Assessment

Please notify Medimart of a suspected problem as soon as reasonably practicable so it can be assessed. No fixed notice period limits your ACL rights. Any deadline under a voluntary warranty is additional to, and does not restrict, those rights.

A delay is relevant only to the extent that it reasonably affects Medimart's ability to assess the goods or determine the cause of the problem.

Refurbished Parts

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.

Proof of Purchase

A refund, exchange or repair request must be supported by reasonable evidence of purchase from Medimart.

Examples include:

- a receipt or tax invoice, including an electronic copy or photograph;
- a bank or card statement, electronic transaction record, online account record or order confirmation;
- a gift receipt or packing slip; or
- a serial-number record or relevant record held by Medimart.

You are responsible for providing reasonable purchase evidence, and Medimart may reasonably validate it. An original receipt is not required if other reasonable evidence establishes the purchase.

Consumer Guarantees and Your Rights under Australian Consumer Law

A failure is major if, for example, the goods are unsafe; depart significantly from their description, sample or demonstration model; are substantially unfit for their normal purpose and cannot easily be remedied within a reasonable time; are unfit for a purpose you disclosed before purchase and cannot easily be remedied within a reasonable time; or have one or more problems that would have stopped a reasonable consumer from buying them if the consumer had known about the problems.

For a major failure, you choose a refund or replacement. Alternatively, you may keep the goods and claim compensation for the reduction in value. You may also claim compensation for any other reasonably foreseeable loss or damage.

For a failure that is not major and can be remedied, Medimart may choose to repair or replace the goods or provide a refund, without charge and within a reasonable time. If Medimart refuses or fails to remedy the failure within a reasonable time, you may reject the goods where the ACL permits or arrange a repair and recover the reasonable cost.

More information about consumer guarantees is available at www.accc.gov.au.

Goods Damaged in Transit

For online purchases, if goods arrive damaged, please contact the **Customer Support Team** as soon as possible and, where practicable, within 48 hours.

Medimart will contact you to discuss the available ACL or warranty remedy and a reasonable assessment process.

Where Medimart arranged delivery, Medimart will arrange and pay for reasonable collection or return of goods damaged in transit. You do not need to pursue the carrier. The remedy will depend on the nature of the failure and your rights under the ACL.

Reporting Transit Damage

Please report transit damage promptly and, where practicable, within 48 hours of delivery. Not reporting within 48 hours does not remove or limit your ACL rights.

Return Shipping Costs for Transit Damage

Medimart will cover reasonable return or collection costs where the damage occurred during delivery arranged by Medimart. Reasonable disclosed costs may apply only if the damage occurred after delivery and is not covered by the ACL or a warranty.

Difference Between Warranty Claims and Transit Damage

Warranty claims concern rights under a manufacturer's or other voluntary warranty. Those rights are additional to ACL rights and warranty expiry does not end or limit an ACL claim. Return and assessment costs for ACL claims are addressed above.

Transit damage claims concern damage occurring during delivery. Please report damage promptly, but the 48-hour request does not limit ACL rights. Where Medimart arranged delivery, Medimart will manage and pay the reasonable return or collection costs required by law.

Refunds

Once an entitlement is confirmed, Medimart will process the refund promptly and within a reasonable time.

Medimart aims to process refunds within seven business days.

A refund will ordinarily be made using the original payment method. If that is impracticable, Medimart and you may agree to another method. Reasonable identity and payment verification must not unreasonably delay or prevent a statutory refund. In particular:

- where a credit or debit card was used, Medimart may reasonably ask for the cardholder or card details needed to verify and process the refund; and
- if the purchase was made using a mobile payment or digital wallet service, the refund will ordinarily be processed back to that service.

No restocking fee applies to an ACL remedy, incorrect supply, accepted transit damage, a recall or regulatory corrective action, or an error by Medimart. Any fee for an approved voluntary change-of-mind return is addressed below.

Gift or Bonus with Purchase Offers and Bundled Items

For an approved voluntary change-of-mind return, any gift or bonus supplied with the goods must also be returned unless Medimart agrees otherwise.

For a voluntary change-of-mind return, Medimart may make a reasonable deduction for an unreturned or damaged gift or bonus. For an ACL remedy, treatment of a gift or bonus depends on the transaction and must not reduce the remedy below your legal entitlement. No deduction applies where return is impracticable because of the defect, a safety issue or the conduct giving rise to the claim.

For a voluntary change-of-mind return of a bundle, Medimart may require all goods in the bundle to be returned or make a reasonable deduction for unreturned goods. For an ACL remedy, the treatment of bundled goods depends on the transaction and cannot reduce the remedy below your legal entitlement.

Delivery Charges

Where goods fail to meet an ACL consumer guarantee, Medimart will bear the reasonable delivery, shipping or collection costs required by the ACL.

Returns and Repairs

You may request a return or assessment of goods delivered by Medimart by contacting the **Customer Support Team**.

You may also contact or attend the Medimart store where the goods were collected, dispatched from or purchased.

Eligibility for a voluntary change-of-mind return is limited by this policy. ACL remedies remain available where the legal requirements are met.

Customised goods, including goods made with requested changes to fabric, colour or size, are not eligible for a voluntary change-of-mind return. This does not affect ACL rights for faulty, unsafe, misdescribed or unfit customised goods.

Medimart staff will assist you with any return or repair that is eligible under this policy or required by law.

Medimart may assist by inspecting the goods, arranging for the goods to be sent for repair, or providing you with a replacement where you are entitled to one under this policy or the ACL.

Please notify Medimart of a problem as soon as reasonably practicable. No fixed notice period limits ACL rights; delay is relevant only to the extent that it reasonably affects assessment.

If goods cannot easily be returned because of their size, weight, condition or installation, contact the **Customer Support Team**. Where you reasonably claim an ACL failure and return would involve significant cost, Medimart will arrange and pay for collection or another reasonable assessment process. If no ACL or warranty problem is found, Medimart may recover reasonable collection or inspection costs only if it gave you a reasonable estimate beforehand.

Before Medimart or a repairer accepts goods for repair, you will receive any written repair notice required by the ACL and the *Competition and Consumer Regulations 2010* (Cth). For goods capable of retaining user-generated data, the notice will state: “Repair of goods may result in loss of data.” Please back up data and remove personal information where possible. The notice will also include the refurbished-goods wording under the Refurbished Parts heading where required. Goods will be assessed and repaired within a reasonable time. If a repair is not completed within a reasonable time, you may have further ACL rights.

No labour, parts, assessment or freight charge applies to an ACL remedy. For misuse, accident or other work not covered by the ACL or a warranty, charges apply only after Medimart gives you a reasonable estimate and you authorise the work.

The refurbished parts and goods provisions set out under the Refurbished Parts heading above also apply to repairs under this section.

Change-of-Mind Returns and Restocking Fee

A voluntary change-of-mind return or order cancellation requires Medimart's approval. An ACL remedy does not depend on discretionary approval.

For an approved voluntary change-of-mind or order-cancellation return, Medimart may, at its discretion, charge a **restocking fee of up to 20%** of the goods' purchase price**.**

The actual restocking fee charged by Medimart, will reflect Medimart's assessment of the reasonable costs of inspecting, handling, repackaging and returning the goods to saleable stock taking into consideration inspection and testing; handling and administration; repackaging or replacement packaging; cleaning that is appropriate and lawful; transport or supplier return charges; and any genuine reduction in resale value caused by the return.

Before accepting the return, Medimart will tell you the amount or percentage of the fee and how it was calculated, including the relevant return-related costs or loss. No fee applies to an ACL remedy, incorrect supply, accepted transit damage, a recall or regulatory corrective action, or a Medimart error.

Original manufacturer packaging may be a reasonable condition of a voluntary change-of-mind return. The packaging and condition requirements for voluntary change-of-mind returns, including the additional requirements for hygiene-sensitive and contamination-risk products, are set out under Returns Policy above. Original packaging is not required for an ACL claim.

Tax Adjustment Note

When returning goods totalling $1,000 or more and requesting a Tax Adjustment Note, you will need to provide your name, address and Australian Business Number (ABN) if applicable. Medimart will issue the Tax Adjustment Note within a reasonable time.

Privacy

Medimart is committed to protecting your privacy. Please see our **Privacy Policy**. Medimart will handle personal information in accordance with that policy and, where applicable, the Privacy Act 1988 (Cth) and Australian Privacy Principles. It will take reasonable steps to protect the information, use or disclose it only for the notified purpose or as otherwise permitted by law, and retain it only as long as reasonably required or required by law.

Medimart may request reasonable identification only where necessary for verification, fraud prevention, a high-value refund or compliance with law. Medimart will collect only information that is reasonably necessary and, where practicable, will sight identification rather than copy it or record the full identification number. An identification requirement must not unreasonably deny or delay an ACL remedy.

Where personal information is collected, an appropriate collection notice will explain Medimart's identity and contact details, the purpose of collection, whether providing the information is required or optional and the consequences of not providing it, usual disclosures, and how to seek access or correction or make a privacy complaint.

Product Safety, Recalls and Medical-Device Adverse Events

Stop using goods that may be unsafe and contact the **Customer Support Team** promptly. Seek urgent medical assistance where necessary. Keep the goods, packaging and relevant records if it is safe to do so, and follow any recall or safety instructions. Medimart will escalate urgent safety matters and comply with applicable product-safety, recall and mandatory-reporting obligations. For a medical device that may have caused or contributed to death, serious injury or a serious deterioration in health, provide available incident details so Medimart can promptly escalate the matter to the manufacturer or Australian sponsor and the Therapeutic Goods Administration, as applicable. No restocking, assessment, collection or return fee applies to a recall or regulatory corrective action.

Voluntary Warranties and Warranties Against Defects

A manufacturer's or other voluntary warranty is additional to your ACL rights. Expiry of a voluntary warranty does not end or limit those rights. This policy does not itself create a warranty against defects. If Medimart offers a separate warranty against defects, the warranty document will identify the warranty provider and state its business address, telephone number and email address; the warranty period, coverage and exclusions; how to make a claim; and who bears the expenses of making a claim. It will also state that the warranty benefits are additional to other rights and remedies under law and include the mandatory ACL wording set out near the beginning of this policy.

Contact Us

For questions, concerns, claims or complaints about your order, contact our **Customer Support Team** using the current contact details published at www.medimart.com.au or available from any Medimart store.

You may use an authorised representative. Where a family member or other representative makes a request, Medimart may reasonably require evidence that the goods were purchased from Medimart; the purchaser's written or recorded authority, such as an email, signed authority or verbal authority recorded after Medimart independently contacts the purchaser; sufficient information to verify the purchaser and representative; and the representative's identification where reasonably necessary. If the purchaser cannot provide authority, Medimart may reasonably require evidence of the representative's legal authority, such as an enduring power of attorney, guardianship appointment, estate authority or other appropriate supporting document. A family relationship alone does not authorise disclosure of the purchaser's personal information or redirection of a refund, which will ordinarily be returned to the original payment method. Please inform us if you need some reasonable accommodation in respect of these requirements because of disability, limited mobility or communication needs, and we will work with you on an accessible claim or assessment process.

If the **Customer Support Team** does not resolve the matter, ask for review by a senior team member. If it remains unresolved, request written reasons and escalation to Medimart's complaints manager. This process does not limit your right to contact your state or territory consumer-protection agency, apply to an appropriate tribunal or court, make a privacy complaint to the Office of the Australian Information Commissioner where applicable, report a medical-device safety concern to the Therapeutic Goods Administration, or seek another remedy available by law.

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