

RETURNS POLICY

OCEAN WAVES PTY LTD (ABN 12 345 688 999) ("we", "us" or the "Company") prides itself on providing products of the highest quality and is committed to customer satisfaction.

This returns policy describes generally how we manage product returns.

Returns remain subject to our Usage Terms (<http://oceanwaves.com.au/website-terms>).

If you would like more information, please don't hesitate to contact us.

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.

A product or good has a major failure when:

- ① it has a problem that would have stopped someone from buying it if they'd known about it;
- ② it is significantly different from the sample or description;
- ③ it is substantially unfit for its common purpose and can't easily be fixed within a reasonable time;
- ④ it doesn't do what you asked for and can't easily be fixed within a reasonable time; or
- ⑤ it is unsafe.

Importantly, the rights described in this policy are in addition to the statutory rights to which you may be entitled under the Australian Consumer Law and other applicable Australian consumer protection laws and regulations.

Please note there may be limitations on your right to return and obtain a refund for products, however these limits will always be subject to your statutory rights.

Refunds

Refunds will only be made to the extent required by Australian Consumer Law. If you are otherwise not satisfied with any item that you receive from us, you may be entitled to return that item to us in accordance with the below.

Returns

Replacement or credit as remedy

If you are not satisfied with any item that you receive from us, please let us know as soon as possible as we may be able to replace the item for you. In some circumstances, we may provide a credit instead of replacement at our discretion.

What you must return to us

To receive a replacement or credit, you must first return the item to us along with its original packaging.

Returning items within the first 15 Business Days

If we receive the returned item, or written notice from you that you will be returning the item, within the first 15 Business Days after the earlier of the date of purchase and the date of delivery to you, then we will assess the circumstances (including analysing the returned item, if considered appropriate by us) to ascertain whether or not the Company is at fault and:

- **(Company at fault)** if we consider that the Company is at fault, we will provide a full replacement of the returned item (or a credit at our discretion); or
- **(Company not at fault)** if we consider that the Company is not at fault, then:
 - if the item has been returned in its original condition, we will provide a full replacement of the returned item (or a credit at our discretion); or
 - if the item has been returned broken, damaged, tarnished or worn, we will not provide any replacement or credit.

Returning items after the first 15 Business Days

If we do not receive the returned item, or written notice from you that you will be returning the item, within the first 15 Business Days after the earlier of the date of purchase and the date of delivery to you, then we will assess the circumstances (including analysing the returned item if considered appropriate by us) to ascertain whether or not the Company is at fault and:

- **(Company at fault)** if we consider that the Company is at fault, we will provide a full replacement of the returned item (or a credit at our discretion); or
- **(Company not at fault)** if we consider that the Company is not at fault, then no replacement or credit will be provided. The Company may, however, choose to provide a replacement or credit in some cases at its discretion.

Business Days

In this returns policy, "Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in Sydney, New South Wales are open for business.

Shipping costs

In all cases, you must pay the costs involved in shipping the returned product back to the Company.

If we consider that the Company is not at fault, then no reimbursement in respect of those shipping costs will be provided.

If we consider that the Company is at fault, then we will reimburse you for your reasonable shipping costs incurred in returning the product to us.

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