



RETURNS AND REFUND POLICY

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1. INTRODUCTION AND OVERVIEW

All products purchased from Dutton Rally Australia are sold on a "No Return Basis", so please choose carefully. We offer a return policy on products that are "Dead on Arrival", "Damaged in Transit" or "Incorrectly Shipped". Details of our "No Return Basis", "Dead on Arrival", "Damaged in Transit" and "Incorrectly Shipped" policies are provided below.

Unless otherwise specified, the rights and benefits set out in this Returns Policy are additional to all conditions, warranties, guarantees, rights, remedies and other terms expressed or implied under any manufacturer's warranty. Details of our manufacturer's warranty returns policy are set out below.

Nothing in this Returns Policy excludes, or purports to exclude, any warranties or conditions expressed or implied by the Trade Practices Act 1974 (Commonwealth) or any other applicable legislation, that cannot be (or have not been) excluded by agreement. This Returns Policy must

be read subject to such warranties and conditions, and all references in this Returns Policy to "statute" refer to statutory provisions that cannot be (or have not been) excluded by agreement. Dutton Rally Australia HEREBY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This Returns and Refund Policy forms part of, and is to be read in conjunction with, Dutton Rally Australia' Delivery and Privacy Policies. Dutton Rally Australia may, at its sole option, revise any part of this Returns and Refund Policy from time to time without notice. Prices and availability are subject to change without notice. Typographical, product description, pricing, images and other errors are subject to correction, even after orders and/or payment are accepted.

Dutton Rally Australia does not guarantee product compatibility. Under certain circumstances, products will not be eligible for return, and not all products that are eligible for return are to be returned to Dutton Rally Australia. Carefully review all return policies (below) before making your purchase. Shipping charges may apply and are not refundable, except as otherwise provided under this Returns Policy, manufacturer's warranty or other contract or statute.

If you still have questions after reading our Returns Policy, please do not hesitate to contact the Dutton Rally Australia team.

2. RETURN PROCEDURES

All goods to be returned, whether defective or not, will require a Return Authorisation Number before they can be returned. To obtain a Return Authorisation Number, please contact the Dutton Rally Australia team.

You will need to supply the following information, most of which will be on your packing slip or invoice before we can issue a Return Authorisation Number:

- Name and contact details of original purchaser
- Our order number
- Part number of product to be returned
- Date on packing slip or invoice
- Reason for return
- Your name and contact details

Each Return Authorisation Number is only valid for one (1) product and must match the product authorised for return. Return Authorisation Numbers are only valid for 7 days, so we must receive the returned product within this period; otherwise, the return may not be accepted if it is returned as "Unopened Product".

It is the responsibility of the customer to ensure that all products are suitably packaged in order to prevent damage during return shipping. The customer must not write on or attach labels to the product being returned; otherwise, the return may not be accepted if it is returned as "Unopened Product". A copy of the original packing slip or invoice, or other proof of purchase, must be included with the returned product. If such proof of purchase is not provided, we may only be able to offer a replacement product, or a refund.

The Return Authorisation Number should be clearly visible on the outside of the product-shipping carton and addressed to the following address (unless otherwise directed):

Dutton Rally Australia - Returns GPO BOX 4695 SYDNEY AUSTRALIA 2001.

For "Dead on Arrival", "Damaged in Transit" or "Incorrectly Shipped" product, Dutton Rally Australia will arrange for the product to be picked up for return to Dutton Rally Australia. The method might vary depending on the product. For all other returns, subject to any rights the customer might have under manufacturer's warranty or otherwise under contract or statute, the customer is responsible for all costs associated with return of the product to Dutton Rally Australia and Dutton Rally Australia will not pay or reimburse any associated costs.

Dutton Rally Australia recommends that products returned by post be sent by registered or certified mail. Dutton Rally Australia accepts no responsibility for loss or damage occurring in transit on return to Dutton Rally Australia.

If a product is not "Dead on Arrival", "Damaged in Transit" or otherwise returnable under this Returns Policy, and is not returned to us in the original unopened packaging, it may be returned to you at your cost.

Dutton Rally Australia will test all products returned as "Dead on Arrival" or "Damaged in Transit" within 7 days of receipt into Dutton Rally Australia possession. Some products may need to be returned to the manufacturer for testing. If your product is in full working condition or any defects or damage can be shown to have been caused after you took receipt of the product, it will be returned to you and you will be invoiced for the processing and freight costs associated with the return. These invoiced amounts will be payable by you within 30 days of receipt of invoice. Unless stated otherwise under this Returns Policy, any manufacturer's warranty or other contact or statute, Dutton Rally Australia reserves the right to refuse any returns that:

- are incomplete or missing parts; or
- are not returned in their original packaging,
- show signs of physical damage to the product or its packaging.
- do not include a valid Return Authorisation Number on the shipping label.
- have an expired Return Authorisation Number.

Please note that events such as wilful damage, misuse, unauthorised repair or tampering with a product may prevent a product being accepted for return.

2.1a Dead on Arrival Product

In the event that you receive a product that is not in working order, you should notify our Customer Service staff immediately upon receipt of the product. In the event that a product develops a fault that appears to have been caused during its manufacture or otherwise prior to purchase (excluding, for example, faults due to wilful damage, environmental conditions or customer misuse post-purchase), you should contact the Dutton Rally Australia team immediately upon noticing the fault so we can process the return as a "Dead on Arrival Product". You will be issued with a Return Authorisation Number in accordance with the above procedures.

If possible, you should package and address the product for return in accordance with the above procedures (see "Return Procedures"). To minimise processing time and potential difficulties in proving the cause of damage, we recommend that all "Dead on Arrival Products" be returned to Dutton Rally Australia within 14 days of purchase.

We will arrange for the product to be collected from you for return to Dutton Rally Australia. If it is reasonably determined, by Dutton Rally Australia or the manufacturer, that the product is not defective, it will be returned to you and you will be invoiced a processing fee and freight costs associated with the return. These invoiced amounts will be payable by you within 30 days of receipt of invoice.

For products which are determined, by Dutton Rally Australia or the manufacturer, to be "Dead on Arrival", a credit will be issued for the original purchase price of the product returned and the freight costs associated with the initial delivery to you.

Please note that events such as wilful damage, misuse, unauthorised repair or tampering with a product may prevent a product being accepted for return.

2.1b Damaged in Transit Product

In the event that you receive a product that appears to have been "Damaged in Transit" – that is, damaged in transit from Dutton Rally Australia to you – you should:

- Refuse to accept delivery of the product,
- Direct the courier to "Return goods to sender" and
- Contact the Dutton Rally Australia team immediately.

If you have already accepted delivery, and then notice that the product appears to have been damaged in transit, you should contact the Dutton Rally Australia team immediately. You will be issued with a Return Authorisation Number in accordance with the above procedures. If possible, you should package and address the product for return in accordance with the above procedures (see "Return Procedures"). To minimise processing time and potential difficulties in

proving the cause of damage, we recommend that all "Damaged in Transit Products" be returned to Dutton Rally Australia within 14 days of purchase. We will arrange for the product to be collected from you for return to Dutton Rally Australia. If it is reasonably determined by Dutton Rally Australia that the product has not been damaged in transit, it will be returned to you and you will be invoiced a processing fee and freight costs associated with the return. These invoiced amounts will be payable by you within 30 days of receipt of invoice.

For products which are determined by Dutton Rally Australia to be damaged in transit, a credit will be issued for the original purchase price of product returned and the freight costs associated with the initial delivery to you.

Please note that events such as wilful damage, misuse, unauthorised repair or tampering with a product may prevent a product being accepted for return.

2.1c Incorrectly Shipped Product

In the event that you receive a product that is different to the one ordered ("Incorrectly Shipped Product"), you should contact the Dutton Rally Australia team immediately upon receipt of the product. You will be issued with a Return Authorisation Number in accordance with the above procedures. If possible, you should package and address the product for return in accordance with the above procedures (see "Return Procedures"). For all "Incorrectly Shipped Products", a credit will be issued for the original purchase price of product returned and the freight costs associated with the initial delivery to you. We will arrange for the product to be collected from you for return to Dutton Rally Australia.

If it is found by Dutton Rally Australia that the product was shipped correctly (for example, where you have ordered the wrong product by mistake), it will be returned to you unless validly returned under one of the other policies contained in this Returns Policy. If it is returned to you, you will be invoiced a processing fee and freight costs associated with the return. These invoiced amounts will be payable by you within 30 days of receipt of invoice.

Please note that events such as wilful damage, misuse, unauthorised repair or tampering with a product may prevent a product being accepted for return.

2.1d Faulty Product

In the event that the product you have received is faulty on receipt or develops a fault, you may be able to return it under one of the "Dead on Arrival Product" or "Damaged in Transit Product" procedures above. Please note that events such as wilful damage, misuse, unauthorised repair or tampering with a product may prevent a product being accepted for return.

In such cases, the manufacturer's warranty may also apply. Please refer to the procedures below in relation to manufacturers' warranties.

2.2 Manufacturers Return Policy Product

If manufacturer offers to accept opened product for return, then we will honour the manufacturer's returns policy where it involves us as the retailer.

The manufacturer's returns policy will direct you to either:

- return the product directly to the manufacturer, its agent or a third party service provider; or
- return the product to the retailer from whom the product was originally purchased.

If the manufacturer directs you to return the product to the manufacturer, agent or a third party, then you should arrange for the product to be returned as directed and otherwise in accordance with the manufacturer's returns policy. The manufacturer will then organise any refund, repair or replacement payable under the policy.

If the manufacturer directs you to return the product to us as the retailer, then you should contact the Dutton Rally Australia team at least 7 days before the expiration date specified by the manufacturer; otherwise, the return may not be authorised in some circumstances.

You will be issued with a Return Authorisation Number in accordance with the above procedures, but you should specify that the goods are being returned under the manufacturer's returns policy. You should also provide any additional information that may be required under the manufacturer's returns policy.

Where possible (and to the extent consistent with the manufacturer's returns policy),

- You will need to package and address the product for return in accordance with the above procedures (see "Return Procedures") and
- You will need to arrange for return delivery of the product to Dutton Rally Australia at the address listed in the above procedures.

Dutton Rally Australia will not pay or reimburse any costs associated with a customer-organised shipment unless it agrees to do so or is required to do so under this Returns Policy. The product should be received by our warehouse within the period specified by the Manufacturer; otherwise, the return may not be authorised in some circumstances. For products which are validly returned under manufacturer's return policy, a credit will be issued for the original purchase price of product returned less any freight costs associated with the initial delivery to you and the return delivery.

If the product has not been validly returned under manufacturer's return policy (or any other policy described in this Returns Policy), it will be returned to you and you will be invoiced a processing fee and freight costs associated with the return. These invoiced amounts will be payable by you within 30 days of receipt of invoice. Please note that events such as wilful damage, misuse, unauthorised repair or tampering with a product may prevent a product being accepted for return.

2.3 Opened Product

We will not accept any opened product for return unless the product is returnable under the express terms of this Returns Policy, or under manufacturer's warranty or other contract or statute. Examples of conditions under which we would accept opened product are:

- "Dead on Arrival" or "Damaged in Transit" product.
- Product which develops a fault due to a cause occurring prior to purchase.
- Product that could be considered to be not of merchantable quality.
- Product that fails to perform to the manufacturer's specifications.
- Product that fails to perform as advertised.

Please note that events such as wilful damage, misuse, unauthorised repair or tampering with a product may prevent a product being accepted for return.

2.4 No Return Basis Product

The term "No Return Basis" means that, unless the product is "Dead on Arrival", or "Damaged in Transit", "Incorrectly Shipped" or otherwise returnable under manufacturer's warranty or other contract or statute, the product will not be accepted for return.

Examples of conditions under which we would accept "No Return Basis" product are:

- "Dead on Arrival" or "Damaged in Transit" product.
- Product that could reasonably be considered to be not of merchantable quality.
- Product that fails to perform to the manufacturer's specifications.
- Product that fails to perform as advertised.

Please note that events such as wilful damage, misuse, unauthorised repair or tampering with a product may prevent a product being accepted for return.

2.5 Processing Credits/Refunds

A credit note will normally be issued within 7 days of us receiving the goods returned in accordance with this Returns Policy, with the exception of goods that are not obviously faulty and may require testing. Where a product is returned because you believe it is faulty and the

fault cannot be observed by our internal testing, the product may need to be tested by the manufacturer. In such cases, the testing process may result in delays of up to 28 days before we can determine whether a credit note will be issued. The credit note which is issued can then be used as a payment against future purchases or converted to a refund.

We will only issue refunds on request. For your security, all refunds will be made either by cash, cheque, or by applying a credit against the credit card used for the original purchase. The actual method of refund will or may depend upon the payment method used for the original purchase. In some circumstances, we may elect that a replacement product or repair is sufficient remedy instead of a full refund. This election will be at our sole discretion, but will only occur after consultation with you and in accordance with relevant warranties, other contracts and statutes. If we elect to have a product replaced or repaired, we will do this at our cost and return the product (or its replacement) to you promptly; in these circumstances, we will still refund your freight costs.

3. MANUFACTURERS WARRANTY

With the exception of products that are clearly marked as "Ex-Demo", "Ex-Rental", soiled, second hand, imperfect or damaged, all products, unless noted otherwise, are sold with a full manufacturer's warranty. The warranty periods and service levels vary by manufacturer and product.

The following paragraphs must be read subject to any conditions, exclusions or qualifications contained in this Returns Policy, manufacturer's warranty or any other contract or statute.

All claims for warranty service outside 14 days should, in the first instance, be directed to the manufacturer or their its authorised service centre or agent.

If the manufacturer directs you to return the product to us as the retailer, then you must contact the Dutton Rally Australia team within 14 days of first noticing the problem for which you are claiming service under warranty, and at least 14 days before the expiration of the warranty period specified by the manufacturer otherwise we may not be able to authorise a return.

You will be issued with a Return Authorisation Number in accordance with the above procedures, but you will need to specify that the goods are being returned under the manufacturer's warranty. You should also provide any additional information that may be required under the "Manufacturer's Warranty" procedures set out in this Returns Policy.

If possible, you should package and address the product for return in accordance with the above procedures (see "Return Procedures"). You will need to arrange for return delivery of the product to the address listed in the above procedures. Dutton Rally Australia will not pay, nor reimburse any costs associated with a customer-organised shipment under manufacturer's warranty.

The product must be received by our warehouse at least 7 days prior to expiration of the manufacturer's warranty period so as to allow sufficient time for the product to be returned to the manufacturer before the expiration of the warranty period. Upon receipt of the product, Dutton Rally Australia will return the product to the manufacturer or its authorised service Centre or agent for repair/ or replacement. The product will be repaired/ or replaced at the sole discretion of the manufacturer. Should the manufacturer determine that the fault is not covered by the manufacturer's warranty, then we will advise you of the quoted repair costs and ask if you wish to proceed with the repair. If you decide not to proceed with the repair, the manufacturer may charge you an inspection fee. Once the product is returned to Dutton Rally Australia by the manufacturer or its authorised service centre or agent, we will arrange return delivery of the product to you.

For products where the manufacturer has determined that the fault is not covered by the manufacturer's warranty, we require payment of the manufacturers service charges and any costs associated with processing of the return prior to returning the product to you. If you have problems contacting the manufacturer or its authorised service centre or agent, then please contact the Dutton Rally Australia team so that we can assist you with your warranty claim.

4. NON-WARRANTY SERVICE AND REPAIRS

All claims for Service not covered by any kind of warranty should, in the first instance, be directed to the manufacturer or its authorised service centre or agent. If the manufacturer directs you to return the product to us as the retailer, then you must contact the Dutton Rally Australia team. You will be issued with a Return Authorisation Number in accordance with the above procedures, but you will need to specify that the goods are being returned for "Non-Warranty Service or Repairs". You will need to package and address the product for return in accordance with the above procedures (see "Return Procedures").

You will need to arrange for return delivery of the product to the address listed in the above procedures. Dutton Rally Australia will not pay or reimburse any costs associated with a customer-organised shipment for Non-Warranty Service or Repairs. Upon receipt of the product, Dutton Rally Australia will return the product to the manufacturer or its authorised service centre or agent for repair. The product will be repaired at the sole discretion of the manufacturer. Once the manufacturer has determined a repair cost, we will advise you of the quoted repair costs and ask if you wish to proceed with the repair. If you decide not to proceed with the repair, the manufacturer may charge you an inspection fee. Once the product is returned to Dutton Rally Australia from by the manufacturer or its authorised service centre or agent, we will arrange return delivery of the product to you. We require payment of the manufacturer's service charges and any costs associated with processing of the return prior to returning the product to you. If you have problems contacting the manufacturer or its authorised service centre or agent, then please contact the Dutton Rally Australia team so that we can assist in getting your product repaired.

5. PRICES & PAYMENT

For each online order, you must pay: the applicable price for the relevant goods confirmed by Dutton Rally Australia; and the delivery and handling fee specified on the web site at that time. For each offline order or quantity-based order, we will advise you of total order amount before the order is processed and then negotiate the most appropriate payment method. Your order and credit card details are safe and secure. We do not accept or store any credit card details. Credit card information is provided directly to Secure Pay Secure Payment Gateway. Secure Pay use encoded Secure Sockets Layer (SSL) technology, an encryption protocol that protects data as it travels over the Internet.

At this stage we can only accept payments using the methods stated in the Orders & Payment section of this web site.

We are unable to accept COD charges.

Payment must be cleared before the goods are dispatched.

We reserve the right to request additional information under certain circumstances to ensure the security of our customers credit card details and to ensure we are not the victims of credit card fraud. If you place an order by credit card you may be requested to supply additional identification to validate your identity before the order is processed.

6. DELIVERY POLICY

Our comprehensive delivery policy is available by clicking [here](#).

7. YOUR ACCOUNT You agree to take responsibility for the safekeeping of your user name and password. You are liable if your user name or password is used by an unauthorised person. You agree to release and indemnify Dutton Rally Australia in connection with any use (whether authorised or unauthorised) of your user name or password. Dutton Rally Australia may suspend or cancel your account at any time without prior notice.

8. PICTURES

Dutton Rally Australia aims to include up-to-date pictures of all of the goods on this web site. However, our picture of the goods may differ from the actual goods.

9. PRIVACY

Dutton Rally Australia will comply with the Dutton Rally Australia Privacy Policy. Dutton Rally Australia will not reveal your personal information to external organisations except for the purposes of fulfilling your order.

10. LIABILITY

Any liability of Dutton Rally Australia in connection with goods or services supplied to you will, subject to any non-excludable liability for breach of conditions or warranties implied by legislation and to the maximum extent permitted by law, at the election of Dutton Rally Australia be limited to:

- i. in relation to goods, the replacement of the goods or the supply of equivalent goods; and
- ii. in relation to services, the supplying of the services again or the payment of the cost of having the services supplied again.

11. CHANGES TO POLICIES

Each order is governed by our return and refund, privacy and delivery policies current when the order is placed. Dutton Rally Australia may add to, delete or otherwise change these policies without notice. It is your responsibility to read and understand our policies each time you place an order.

12. APPLICABLE LAW

All purchases under this web site and these terms and conditions are subject to the laws of New South Wales, Australia.

Please don't hesitate to contact the Dutton Rally Australia team if you require clarification of any aspect of our Returns and Refund Policy