

Returns Policy

1 Overview

- 1.1 This Returns Policy must be read in conjunction with the Slattery Grays Group User Agreement and applies in addition to any rights you may have as a consumer under the Australian Consumer Law.
- 1.2 Nothing in this Returns Policy is intended to exclude, restrict or modify any condition, guarantee, warranty, right or remedy which you may have under the Australian Consumer Law or any other applicable legislation which may not be excluded, restricted or modified by agreement.
- 1.3 If you have a claim under this Returns Policy, please contact us with the details for your purchase and the reason for your claim as follows:
- (a) For purchases from grays.com or the Grays mobile app:
 - (i) Phone: 1300 36 25 36;
 - (ii) Email: customerservice@grays.com.au; and/or
 - (b) For slatteryauctions.com.au and eeveeauctions.com.au:
 - (i) Phone: (02) 4028 0000
 - (ii) Email: online@slatteryauctions.com.au; and/or
- 1.4 If you need to return the Item you have purchased, our team will send you a Returns Advice Form with instructions and the return address. When returning an Item, please ensure it's in the original packaging where possible and include the Returns Advice Form.

2 Damage in Transit

- 2.1 You may have a claim under this Returns Policy if Slattery Grays Group is responsible for delivering an Item, the Item was delivered in a damaged state and the damage occurred during transit.
- 2.2 If this occurs, you must notify our customer service team within 30 days of the date of the sale and, if it is reasonable to do so, return the Item to Slattery Grays Group in its original packaging.
- 2.3 If, following our assessment of your claim, it is found that:
- (i) The Item was damaged in transit: we will repair or replace the Item (where possible) or provide a full refund within 21 days; or
 - (ii) The Item was not reasonably damaged during transit: we will notify you and return the Item to you at your expense (including freight costs).

3 'Dead on Arrival'

- (a) You may have a claim under this Returns Policy if you receive an Item which is delivered by us to



your nominated address and it is 'dead on arrival'. This will not be the case if the sales listing indicates that the Item is not operational or faulty, in which case you cannot make a Claim for any advertised faults or damage.

- (b) If you have a claim, you must notify our customer service team within 30 days of the date of the sale and, if it is reasonable to do so, return the Item to Slattery Grays Group in its original packaging.
- (c) If, following our assessment of your claim, it is found that:
 - (i) The item was 'dead on arrival' and is covered by this policy: we will repair or replace the Item (where possible) or provide a refund within 21 days; or
 - (ii) The Item was not 'dead on arrival' or is an item which is not covered by this policy: we will notify you and return the Item to you at your expense (including freight costs).

4 Change of Mind

- (a) In most cases, you will not be entitled to a refund under this Returns Policy or at all if you change your mind after making a purchase on the Site. This is particularly the case where you had and did not take the opportunity to inspect the Item before bidding.
- (b) There is an exception to 4(a), where your purchase is for Wine and you dislike the wine for any reason. In this case, you are entitled to claim a refund for the Item (including any shipping and handling fees) provided:
 - (i) The Item was purchased with the 30-Day Money Back Guarantee on the Listing;
 - (ii) The Item (or, if the Item is a case of wine, the remaining bottles if less than half have been sampled) is returned in the same condition as purchased, with all internal/external packaging, tags and labels undamaged;
 - (iii) The Item is not part of a liquidation sale, private investor sale, cellar sale or bulk pallet sale;
 - (iv) You notify our customer service team within 30 days of the date of the sale; and
 - (v) The Item is returned within 14 days of that notice.
- (c) If 50% or more of the bottles in a particular Item have been sampled, your refund will be limited to an amount equal to the sale price of the remaining unopened bottles.
- (d) For the avoidance of doubt, the following Items are not eligible for return under any circumstances: underwear, swimwear, cosmetics, fragrances, earrings, skincare, haircare, vitamins, pet medicine, books, software, CDs, and DVDs.
- (e) If a refund is approved, we will process that refund (including any shipping or handling charges/costs) within 21 days.

5 Manufacturer's Warranty

- (a) Subject to any rights you may have under any law, if an item is sold with an accompanying manufacturer's warranty, we take no responsibility for the content, fulfilment or enforcement of that



manufacturer's warranty.

- (b) To the extent permitted by law, we do not provide any representation or warranty in relation to any manufacturer's warranty that accompanies a product. In particular, we do not represent that the manufacturer's warranty is compliant with the Australian Consumer Law.
- (c) If an Item is provided with a Manufacturer's Warranty, you are responsible for contacting the relevant manufacturer directly. Any remedy or rights you may have under a Manufacturer's Warranty are solely against the manufacturer, not Slattery Grays Group.