

A black and white photograph of a warehouse or industrial setting. In the foreground, there are several cardboard boxes, some with 'FRAGILE' labels and handling icons. In the background, a forklift is visible, slightly out of focus. The overall scene is dimly lit, with the primary light source coming from the left, creating strong shadows.

TVH AUSTRALIA PTY LTD

GENERAL GUIDELINES ON PRODUCT RETURNS

GENERAL GUIDELINES ON PRODUCT RETURNS: EFFECTIVE FROM 30TH MARCH 2020

General Returns: All returns must be requested within 14 days from date of invoice. Returned Products will **ONLY** be accepted:

- If accompanied by an issued Return Authorisation Number (**RAN**)* and **ONLY** within 30 days of issuing of that RAN.
(*Set out below are details on how to obtain a RAN.)
- Unless otherwise agreed with TVH Australia Pty Ltd. (**TVH**), in their original packaging, unopened, unmarked, in saleable condition and in their unbroken shipping units; and
- Returned to TVH with freight prepaid.

TVH may reject any returns that do not comply with the conditions above, unless the Product was defective at the time of delivery, as provided for under the provision of Defective Products

Any Products returned to TVH without a completed **Credit Request Form (CRF)**** and approved RAN will be sent back to the Buyer for completion at the Buyer's expense.

All special order Products, paints, chemicals, lubricants, LPG tanks, cut to order Product (e.g. chains, cable, seals) and fire extinguishers are **non-returnable** once ordered, unless they are defective.

Restocking fee: All returns, except for returns involving an order for a new Product or defective Product error, may be subject to a restocking fee of up to 20%. Freight charges will not be credited. Buyers completing and submitting the CRF online using MyTotalSource or MyBepcoFinder will be subject to a reduced restocking fee of 15%.

Defective Products: If a Product appears to be defective, Buyer should notify TVH thereof by registered letter within a period of 3 months following delivery of the Product. Products returned as defective will be tested and inspected. For Products that are verified as defective, TVH will at its sole discretion either repair or replace the Products at no charge, or issue a full credit for the defective Product, including freight.

TVH will repair or replace any Product sold that is defective in material or workmanship without charge. The defective Product must be returned, freight prepaid to TVH with proof of purchase and a brief explanation of the defect as well as the RAN.

Nothing in these Guidelines excludes, restricts or modifies any rights or remedies, or any guarantee, warranty or other term or condition implied or imposed by any legislation that cannot be lawfully or limited, including under the Australian Consumer Law.

Products tested to be free from defects: Products that are returned as defective, but that are determined to work properly, will be subject to a testing fee and the 20% restocking charge per line item. No repair, replacement or credit will apply to such Products.

Credit will not be issued for Products damaged due to corrosive materials, abuse, alteration, or misuse.

Core Charges: Core credits will be voided if Cores are not returned to TVH within 90 days from date of invoice. Cores may have deductions for the following reasons:

- Core has been disassembled
- Missing parts
- Bad or unserviceable non-standard replacement components
- If Cores are not of the same configuration as remanufactured unit supplied

Cores must be returned in the same packaging that the Remanufactured Product was shipped in or will be subject to a \$100.00 charge. Returned Cores must be returned to TVH with freight prepaid.

Starter and alternator warranty: TVH warrants starters and alternators to be free from defects in materials and workmanship under normal use. This warranty is made for a period of one year from the date of the original invoice.

TVH will replace any starter or alternator that is defective in material or workmanship without charge, provided the following conditions are met:

- The defective starter or alternator must be returned freight prepaid to TVH within 30 days of receiving the issued RAN with proof of purchase; and
- A brief explanation of the defect as well as the RAN will be provided.

All starters and alternators returned to TVH for warranty will be tested for defects before credit is issued. Starters and alternators that are returned for warranty, then tested and are determined to be free of defects will be returned to the Buyer with a \$50.00 + GST testing fee.

Limited Warranty: TVH warrants that the Products it manufactures and distributes are free from defects in materials and workmanship under normal use. This warranty is made for a period of one year from the date of original invoice, or as otherwise indicated (e.g. Flash tubes, light bulbs, sealed beams and similar products are subject to a 90-day warranty.) This warranty is for Products only and does not cover any labour charges associated with the replacement of the Product.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, THE WARRANTY ABOVE IS IN PLACE OF, AND EXCLUDES, ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL OR IMPLIED) INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The agents, employees, distributors and dealers of TVH are not authorized to make modifications to this warranty or additional warranties binding on TVH. Accordingly, additional statements, such as dealer advertising or presentations whether oral or written, do not constitute warranties and should not be relied upon.

**** Obtaining a CRF:** You can obtain a CRF from your TVH sales/customer department or from TVH's dedicated website: <https://www.tvh.com/terms-conditions> or submit your request on <https://mytotalsource.tvh.com/Ecommerce/NewComplaintPage.html?6>.

*** Obtaining a RAN:** A RAN will be provided by your TVH sales/customer service department or via MyTotalSource once your completed CRF is approved.

DEFINITIONS

Core: Buyer's own defective part which is in repairable condition, i.e., vital parts must not be missing, irreparable, burnt, cracked or irreparably damaged.

Product: Sold Article as defined in Article 3.1. of TVH's General Terms and Conditions of Sale.

Remanufactured Product: A used part that has been repaired by TVH.

Where Buyer places an order for a Service Exchange Part ("SEP"), TVH will supply a Remanufactured Product, charge a service and repair cost for that part and expect Buyer to return his own, defective part (Core) to TVH.

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