

Tiger Asset Group Returns Policy

1. Ability to return goods

1.1 Subject to the remainder of this clause 1, goods bought may not be returned to us for any reason, including if you change your mind.

1.2 Goods (including goods purchased by auction) will only be able to be returned if (each a **Permitted Return**):

- (a) you did not have the opportunity to inspect them before bidding and the goods were incorrectly described in the Production Information (other than minor differences);
- (b) we are responsible for delivery of the good to you and the goods are damaged in transit or the goods are "dead on arrival"; or
- (c) the goods are subject to a Non-Excludable Guarantee which has been breached.

1.3 You acknowledge that, for the purposes of clause 1.2, some consumer guarantees set out in the ACL do not apply to goods purchased by sale by auction, and **TIGER ASSET GROUP** and the relevant seller give no guarantee that:

- (a) the goods are of acceptable quality;
- (b) the goods are reasonably fit for any disclosed purpose, and for any purpose for which the seller or **TIGER ASSET GROUP** has represented that they are reasonably fit;
- (c) the goods correspond with the description or correspond to any sample or demonstration model;
- (d) the manufacturer of the goods will take reasonable action to ensure that facilities are available for the repair of the goods, or the parts for the goods will be reasonably available; or
- (e) the goods will comply with any express warranty given or made by the manufacturer in relation to the goods.

1.4 If good is described in the Product Information on our Site as being in a faulty or damaged condition or as seconds, used, ex-lease or demo, you acknowledge that condition when bidding for that good or choosing to buy that good. **TIGER ASSET GROUP** accepts no liability for, and will not entertain any subsequent claim for any loss or damage incurred by you on account of the faulty or otherwise damaged condition of the good. You acknowledge that goods may not be returned to us for any reason if you have had the opportunity to inspect them before bidding, as sales are made on an "as is, where is, with all faults if any" basis.

2. Return of goods - process

2.1 If you wish to return an item, you must:

- (a) email our customer service team at contact@tigerassetgroup.com; or
- (b) call our customer service hotline on 02 8766 0545,

within 7 days of the date of sale, providing full details of your purchase and the reason for return of the item. When we receive your request by either email or telephone, we will email you a returns advice form (stating, amongst other things, the address to which the item must be sent), which must be included with the returned item.

2.2 If we email you a returns advice form in accordance with subparagraph 2.1 and we do not receive a response from you, or receive the returned item from you more than 10 working days, you will be deemed, subject to any rights you have under the

ACL, to have waived any right that you may have had to return the item and will have no further right to return the item to us, or claim a refund.

2.3 Goods must be returned in their original packaging.

2.4 Within the first 10 working days of receipt by us of a returned item, the item will be inspected and tested to determine whether one of the Permitted Return categories apply in respect of the goods.

2.5 If none of the Permitted Return categories apply in respect of the goods, the goods will be returned to you and you will be charged all freight charges incurred by us in relation to the return and re-return of the goods. We may charge your credit card with any moneys incurred by us as a result of this process.

2.6 If, when we receive a returned item, we determine that one of the Permitted Return categories apply, we will, within 21 days, provide the remedy to which you are entitled pursuant to clause 3.

3. Remedy

3.1 If a Permitted Return category applies to the goods, you are entitled to (each a **Remedy**):

- (a) a refund;
- (b) have the goods repaired or replaced (by an identical replacement, or one of similar value if reasonably available); or
- (c) compensation for the drop in value caused by the problem.

3.2 Subject to clause 3.3, **TIGER ASSET GROUP** is entitled to select the appropriate Remedy.

3.3 If the goods fail to meet a Non-Excludable Guarantee, and the failure is a Major Failure, you are permitted to select the Remedy.

3.4 The benefits of any warranty provided to you under these terms are provided in addition to any other rights or remedies that you may have under any law in relation to the goods to which these terms and conditions relate. Nothing in these terms should be interpreted as attempting to exclude, restrict or modify the application of the Non-Excludable Guarantees or any other non-excludable rights at law.

4. Definitions

4.1 In these terms:

ACL means Schedule 2 to the *Australian Competition and Consumer Act 2010* (Cth).

Major Failure has the meaning given in the ACL.

Non-Excludable Guarantee means a non-excludable guarantee implied by the ACL.

Permitted Return has the meaning given in clause 1.2.

Product Information means the information provided by **TIGER ASSET GROUP** to participants in relation to the relevant good.

Remedy has the meaning given in clause 3.1.

Site means all web pages located at www.tigerassetgroup.com including all sub-domains and related sites.

TIGER ASSET GROUP means **Tiger Asset Group Pty Limited** ACN 168 207 556.