

## Returns Policy

This policy outlines our repair, replace and refund policy in connection with the goods including mobile phones and accessories ("Goods") supplied by Konec Mobile Pty Ltd ABN 34 650 761 667 ("we", "us" or "our").

### Your rights under consumer protection laws

Our Goods come with guarantees that cannot be excluded under consumer protection laws such as the Australian Consumer Law and State and Territory Fair Trading Acts. Nothing in this policy affects your rights under consumer protection laws which can apply even after the manufacturer's warranty is no longer applicable.

### Manufacturer's warranty

Most Goods we supply are accompanied by manufacturer's warranties. These warranties tend to cover manufacturing related faults with the Goods as described in those warranties. You will usually be entitled to a replacement or repair of the Good if a manufacturing related fault happens during the term of the manufacturer's warranty.

### Consumer Guarantees

When you purchase Goods from us, you have legal rights known as Consumer Guarantees under the Australian Consumer Law as set out in the Competition and Consumer Act 2010 (Cth) ("Consumer Guarantees").

Over and above any manufacturer's warranty, Consumer Guarantees include a guarantee from us that the Goods sold by us in Australia will be of acceptable quality; reasonably fit for purpose; same as their description, sample and model; safe, lasting and acceptable in appearance; and free from faults for a reasonable period of time having regard to factors like the type of product and its cost.

For more information about Consumer Guarantees and your rights, please visit [www.accc.gov.au](http://www.accc.gov.au).

### Repair, replace and refund of faulty Goods

If the Good you purchase from us has a Major Fault (as assessed and confirmed by us), you have an option to:

- (a) have it repaired;
- (b) have it replaced; or
- (c) receive a refund and terminate the service contract that is connected with the Good (if applicable).

You are also entitled to compensation for any other reasonably foreseeable loss or damage.

A **Major Fault** is where:

- the Good would not have been purchased by a reasonable consumer if they were aware of the issue;
- there is a significant departure from the supply description, or sample or demonstration model;
- the Good is unsafe; or
- if one of the following occurs which cannot be remedied easily within a reasonable time:
  - the Good is substantially unfit for their purpose; or
  - the Good is unfit for a purpose made known prior to your purchase.

If the Good you purchased from us has a **Non-major Fault** (as assessed and confirmed by us), we will repair the Good within a reasonable timeframe.

A **Non-major Fault** is any fault that is not a Major Fault.

In each case, the remedy provided will depend on a number of factors, including:

- what is reasonable in the circumstances;
- the nature of the fault;
- the type of Good;
- the length of time that you have owned the Good; and
- any other relevant circumstances relating to the supply of the Goods.

You will not be entitled to a remedy where:

- the loss or damage suffered was not reasonably foreseeable as a result of the failure to comply with a statutory guarantee;
- the specific defect about which you have made a claim was specifically brought to your attention prior the purchase of the Good;
- the defect about which you have made a claim was caused by you having misused or abused the Good, or where you have failed to properly maintain the Good (including failing to follow the instructions in the user manual provided with the Good);
- the failure to comply with the guarantee occurred only because of a cause independent of human control and after the Good left our control, for example, acts of God; or
- the return by you is an Unauthorised Return (see below).
- You have not checked whether our mobile service can be used in your location and you wish to:
  - Return and refund a SIM card but keep an unlocked device.
  - Have a prepaid locked device unlocked without charge so you can use another network.

## Important notes

- (a) In some circumstances, refurbished parts may be used for the repair of Goods.
- (b) The Goods presented for repair may be replaced by a refurbished Good of the same model.
- (c) If a Konec Mobile SIM Pack you purchase is faulty, we will refund the purchase price to you.
- (d) If you purchase an unlocked device and SIM combination, you must return both items when you request a refund. In our absolute discretion, we may allow you to retain the device after you pay us the amount of the discount you received.

## Assessment of faulty Goods

To determine the appropriate remedy, all faulty Goods must be assessed by us. This may take up to 7 business days from the date we receive the Good at our facility.

On completion of our assessment, you will be notified of our findings.

When you return Goods to us for assessment and/or repair, it may result in the loss of user-generated data stored on the Goods. We strongly recommend that you back up your data and perform a factory reset via the Settings Menu on your device before returning it to us. We will not be responsible for the loss of or damage to user generated stored data.

## Order cancellations

You can cancel your SIM only, SIM plus product or product only order without charge at any time before the item is shipped.

If your order includes a Mobile Plan or Wearable plan recharge and you wish to cancel it before product shipment, the cost of the recharge will be retained by us.

Partial order cancellations and refunds before shipment, except as described above, are not permitted.

## Product Returns, Refunds and Exchanges

### Change of mind or mistake – product unused

We will refund/exchange for change of mind as long as the request is approved and the item received by us within 30 days of you receiving it. The item must be received by us in its original, unopened packaging and ready for resale.



For exchanges, we will refund the original cost of the product to you so that you can purchase the new item.

If you purchased multiple products and received a 'Buy More and Save' discount, any refund provided will be at the recommend retail price, less the discount received i.e. the amount you initially paid for the item.

### **Change of mind or mistake – product used**

Except for SIM packs and Mobile Plan recharges, we will refund/exchange for change of mind/mistake where the item has been used provided the request is approved and the item received by us within 14 days of you receiving it. The product must be returned in its original, undamaged packaging with all included accessories and manuals etc.

No refund will be provided where the item is broken, damaged or otherwise unusable and/or not able to be resold.

For exchanges, we will refund the original cost of the product to you so that you can purchase the new item.

If you purchased multiple products and received a 'Buy More and Save' discount, any refund provided will be at the recommend retail price, less the discount received i.e. the amount you initially paid for the item.

No refund will be provided for SIM packs and Mobile Plan recharges except in accordance with Australian Consumer Law. A Mobile Plan is used when it is has been applied to your service. A SIM pack is used when it has been activated.

### **Cost of return postage**

Where we have approved the return of a product under this policy or for any reason, no charge will be levied for postage.