

Effective 1st January 2023

ESAM Australia Returns Policy

1.0. Terms and Conditions

- **1.1.** Goods may be accepted for credit or replacement at the discretion of ESAM Australia.
- **1.2.** All claims for credit or replacement must be made within seven days upon receipt of goods.
- **1.3.** Such claims will only be accepted if the goods are in an unused, "as new" condition, in the original, undamaged packaging. Goods that are not "as-new", i.e. are used or damaged in any way, will not be accepted for credit, and return freight expenses will not be reimbursed.
- **1.4.** Returns are only valid if accompanied by a Return Authorisation Number (RAN) issued by ESAM Australia.
- **1.5.** A restocking fee of 15% of the total value of the products returned will apply:
 - **1.5.1.** If the credit return is outside the seven days and there is no valid reason for the return. Valid reasons include, but are not limited to: faulty products; damaged products; product with an expired use-by date at the time of receipt; products received that differ from products ordered; over-delivery;
 - **1.5.2.** If the goods are being returned because of incorrect ordering or change of mind outside the seven-day period.
 - **1.5.3.** The restocking fee will be deducted from the credit note issued. Return freight charges will not be reimbursed where the customer is at fault and has not adhered to ESAM Australia conditions.
- **1.6.** Goods damaged, lost in transit or short delivered: such claims must be made within seven days, quoting the invoice number.
- **1.7.** Claims regarding allegedly defective products: except where a specific warranty period applies from the date of purchase, this will define the period within which



ESAM AUSTRALIA PTY LTD

5 Sheppard St., Thornbury VIC 3071 Tel.: 03 9484 5719 Fax: 03 9484 4052 Email: esam@esam.com.au www.esam.com.au

claims will be accepted. Warranty claims for manufacturing faults will be processed only after an evaluation by ESAM Australia or its representative. Subject to that, ESAM Australia's liability for the goods is limited to claims permitted under this procedure and to any express warranty given on the goods. Liability for consequential loss, including loss arising from negligence or improper use, is hereby excluded. In cases where it is legally permitted, any remaining liability implied by statute is limited, at ESAM Australia's option, to repair or replacement of the goods.

1.8. This policy does not apply to indent items*, except where the items are faulty or defective. If an item is faulty or defective, ESAM Australia will replace the item or refund the value of the item, subject to the warranty clause relating to the product.

2.0. Returns process

2.1. Contact ESAM Australia

For all claims, initial contact should be made as soon as possible to ESAM Australia's Customer Service Department: +61 3 9484 5719 or esam@esam.com.au.

All claims and return requests will be evaluated by ESAM Australia or its representative. If the claim is validated, ESAM Australia will provide the customer with a Return Authorisation Number (RAN). No returns claim will be accepted without a RAN issued by ESAM Australia.

2.2. Shipping requirements

Australian customers will return the product to ESAM Australia's main warehouse in Australia. New Zealand customers will return the product to ESAM's 3PL in New Zealand (see addresses in 3.0.).





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If the product was damaged in transit or ESAM Australia supplied the wrong product, or ESAM Australia supplied more items than were requested, ESAM Australia will meet the cost of return shipping. If the customer ordered the incorrect product, the customer shall incur the cost of return shipping.

2.3. Mark the product with the Return Authorisation Number

When returning the product, clearly state the RAN:

- On the outside of the packaging
- On any documentation/invoice included with the product

3.0. Contact telephone numbers and return addresses

3.1. For Australian customers:

Speak to an ESAM Australia customer service representative on (03) 9484 5719 or email: esam@esam.com.au

Return product to: ESAM Australia 5 Sheppard Street Thornbury, Victoria 3071 Australia

3.2. For New Zealand customers:

Speak to an ESAM Australia customer service representative on +61 3 9484 5719 or email: esam@esam.com.au

Return product to: ESAM Australia C/O RÖHLIG LOGISTICS NEW ZEALAND LTD 13 Maurice Wilson Avenue, Mangere, Auckland 2022, New Zealand.



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4.0. *ESAM Australia Indent Order Policy:

4.1. ESAM accepts Purchase Orders for indent items. Any indent or bespoke item requires a 15% deposit before the order is requisitioned from Italy. Once the stock is invoiced, normal credit terms apply to the balance owed.

No returns are permitted on indent items except where the goods are faulty or defective. Standard warranty terms apply.
