

Refund Policy of Online Avenue Holdings Pty Ltd “Discontinued Lemax Website”

This Refund Policy (“Policy”) applies to the following purchases: purchases of products through www.discontinuedlemax.com.au.

1. General

- a) We offer refunds, repairs and replacements in accordance with the *Australian Consumer Law* and on the terms set out in this Refund Policy (“Policy”).
- b) Any benefits set out in this Policy may apply in addition to consumer’s rights under the *Australian Consumer Law*.
- c) Before making a purchase, please read this Policy so that you can understand your rights and what you can expect from us if you are not satisfied with your order.

2. Australian Consumer Law

- a) Under the *Australian Consumer Law*:
 - i. *Our goods and services comes with guarantees that cannot be excluded under Australian Consumer Law. For major failures with the goods, you are entitled*
 - A. *To cancel the purchase; and*
 - B. *To a refund for the price of the goods; and*
 - C. *Compensation for any damage or loss (whether direct or consequential) that was, or reasonably ought to have been, foreseeable by us.*
 - ii. *If the failure with the service does not amount to a major failure, you are entitled to a re-supply of the goods within a reasonable time, or to cancel the purchase and be provided with a refund of any price paid.*
- b) We offer refunds, repairs and replacements in accordance with the *Australian Consumer Law*.
- c) The *Australian Consumer Law* provides a set of Consumer Guarantees which protect consumers when they buy products and services.

- d) If the *Australian Consumer Law* applies, then we cannot avoid the Consumer Guarantees which it provides. If there is an inconsistency between this Policy and the *Australian Consumer Law*, the *Australian Consumer Law* will prevail.
- e) Further information about the *Australian Consumer Law* and these Consumer Guarantees is available from the website of the *Australian Competition and Consumer Commission*.
- f) If a product or service which you purchased from us has a major failure (as defined in the *Australian Consumer Law*) then you may be entitled to a replacement or refund. You may also be entitled to compensation for any reasonably foreseeable loss or damage resulting from that major failure.
- g) If a product or service which you purchased from us has a failure which does not amount to a major failure (as defined by the *Australian Consumer Law*) then you may still be entitled to have the goods repaired or replaced.

3. Cancellation and Change of Mind

- a) We do not offer any refund if you change your mind, or find the same product or service cheaper elsewhere.

4. Products listed in the “Overseas Market” store.

- a) The Overseas Market is a listing of products sourced from official and unofficial suppliers outside Australia. These include distributors, resellers, private sellers, and other businesses.
- b) While we have taken measures to ensure, to the best of our ability, that products listed as, or inferred to as ‘Lemax’ are genuine, we cannot guarantee their authenticity. Our efforts include:
 - i. scrutiny of images provided by the supplier of the product compared to images provided at www.lemaxcollection.com, and
 - ii. written assurances from overseas suppliers
- c) Due to factors beyond our control, we cannot make an absolute guarantee of authenticity for any product advertised as “Lemax” that is sourced through overseas suppliers.
- d) By purchasing these products, you acknowledge and accept this limitation.

5. Products Damaged During Delivery

- a) In the event that the product you ordered has been damaged during delivery:
 - i. Please contact us as soon as possible.
 - ii. Any damaged product must be returned in the condition in which it was received, together with any packaging and other items which you received with the damaged product.
- b) We will arrange to repair or collect the damaged product and replace it with an equivalent product, or to refund it, provided that you have contacted us within 7 days from the date of receiving the product.

6. Exceptions

- a) Notwithstanding the other provisions of this Policy, we may refuse to provide a repair, replacement or refund for a product or service purchased by you if:
 - i. You misused the said product in a way which caused the problem.
 - ii. You knew or were made aware of the problem(s) with the product or service before you purchased it.
 - iii. You asked for a service to be done in a certain manner, or you asked for alterations to a product, against our advice, or you were unclear about what you wanted.
 - iv. Any other exceptions that apply under the *Australian Consumer Law*.

7. Shipping Costs for Returns

- a) In the event that a product you have purchased fails to meet one or more Consumer Guarantees under the *Australian Consumer Law*, we shall bear any cost of shipping the said product (the "Returned Product") back to us, as well as any cost of shipping any replacement product to you.
- b) If the Returned Product can easily be shipped or returned, then you are responsible for organising for the Returned Product to be returned to us. If the Returned Product is eligible for a repair, replacement or refund under the terms of this Policy (including under the *Australian Consumer Law*) then we will reimburse you for the reasonable postage, shipping or transportation costs for the Returned Product.
- c) If the Returned Product is too large, too heavy, or otherwise too difficult to be removed and returned by you, and is believed to be eligible for a repair, replacement or refund under terms of this Policy (including under the

Australian Consumer Law), then we will organise for the postage, shipping, transportation or collection of the Returned Product, at our cost.

- d) In the event that we organise and pay for the inspection, postage, shipping, transportation or collection of a Returned Product, and it turns out not to be eligible for a repair, replacement or refund under the terms of this Policy (including under the *Australian Consumer Law*), then you will be required to pay the costs of any inspection, postage, shipping, transportation or collection of the Returned Product.

8. Response Time

- a) We aim to process any requests for repairs, replacements or refunds within 3 days of receipt.

9. How to Return Products

- a) You can contact us using the contact email provided at the end of this Policy to discuss a return using the information.
- b) Unless otherwise defined in our sole discretion, we shall pay all refunds in the same form as the original purchase or to the same account or credit card used to make the original purchase.
- c) To be eligible for a refund, repair or replacement, you must provide proof of purchase.
- d) You may be required to provide a government issued identification to qualify for a refund, repair or replacement.

10. Contact Us

- a) If you wish to speak to us about this Policy or about any refund, repairs or replacements, please contact us at: info@onlineavenue.com.au.