

RETURNS, REFUNDS AND CANCELLATIONS POLICY

Version 1.1 | Effective date: 31 July 2026

Important: Nothing in this Policy excludes, restricts or modifies any guarantee, right or remedy that cannot lawfully be excluded under the Australian Consumer Law or another applicable law.

1. Purpose and scope

- 1.1** This Policy explains how JLR EXPERT IMPORTERS Pty Ltd, ABN 35 656 848 476 (JLR, we, us or our), handles returns, replacements, refunds, account credits, credit notes, shortages, order changes and cancellations for approved wholesale and business accounts.
- 1.2** It applies to wholesale purchases made through our website, by telephone or email, under an accepted quotation or purchase order, or through another approved account arrangement. It does not create a retail or general change-of-mind right.
- 1.3** The Customer is the business named on the approved account, order or invoice. A request must be made by its proprietor, director, authorised buyer or another verified account contact.
- 1.4** This Policy forms part of JLR's Wholesale Terms and Conditions of Sale. Mandatory law prevails over any inconsistent term. Subject to mandatory law, any specific written credit terms or accepted quotation prevail over the general Terms and this Policy.

2. Australian Consumer Law and wholesale purchases

- 2.1** A wholesale transaction may still be a 'consumer' acquisition under the Australian Consumer Law (ACL), including where the statutory price threshold or the ordinary personal, domestic or household use test is met. However, goods acquired for resupply, or for using up or transforming in trade or commerce in the circumstances described by the ACL, are generally excluded from the ACL definition of consumer.
- 2.2** Holding an ABN, buying through a wholesale account or using goods in a business does not, by itself, decide whether the ACL consumer guarantees apply. Each transaction must be assessed under the law in force when the goods were supplied.
- 2.3** Where the consumer guarantees apply, JLR will provide the remedy required by the ACL. For a major failure, the customer may reject the goods and choose a refund or replacement, subject to the ACL. For a non-major failure, JLR may choose to remedy the failure within a reasonable time. A customer may also be entitled to compensation for reasonably foreseeable loss or damage.

- 2.4** Statutory rights are not limited to seven days and are not lost merely because goods are food, frozen, chilled, perishable, on promotion, clearance stock, specially ordered or removed from an outer carton. Time limits in this Policy apply only to discretionary commercial claims unless the law permits otherwise.

3. Delivery inspection and immediate food-safety action

- 3.1** The Customer must arrange for an authorised person to receive the delivery, check carton count and visible condition, and promptly place frozen, chilled and other temperature-sensitive goods into suitable storage.
- 3.2** Visible damage, shortages, incorrect goods, compromised packaging or temperature concerns should be noted on the delivery record where practicable and reported to JLR as soon as reasonably practicable.
- 3.3** For frozen, chilled and perishable goods, reporting within 24 hours is strongly requested because delay may prevent reliable investigation of handling, temperature, batch and food-safety issues. This is an evidence and safety request, not an automatic expiry of any non-excludable legal right.
- 3.4** If food may be unsafe, the Customer must immediately stop sale and distribution, isolate the stock, preserve packaging, batch or lot codes and date markings, maintain safe labelled storage where practicable, and follow JLR's or a regulator's instructions. Unsafe goods must not be consumed, returned or transported unless JLR gives safe written directions.

4. Faulty, unsafe, damaged, spoiled, short or incorrect goods

- 4.1** Contact JLR promptly if goods are faulty, unsafe, damaged before risk passed, spoiled on delivery, outside an agreed temperature specification, short delivered, incorrectly supplied, materially different from description or subject to a withdrawal or recall.
- 4.2** For shortages or picking errors, identify the product code, affected carton and unit quantities, quantity ordered and quantity received. After verification, JLR will supply the missing or correct goods, arrange collection, or issue the remedy required by law or agreed under the supply contract.
- 4.3** If only part of a delivery is affected, the remedy will ordinarily apply to the affected goods. This does not limit a broader remedy where the unaffected goods cannot reasonably be used for their intended purpose and the contract or applicable law requires it.
- 4.4** JLR may direct the Customer to retain, return or safely dispose of affected goods. JLR will not require transport that would be unsafe or contrary to regulator instructions.

5. Wholesale change of mind and Customer ordering errors

- 5.1** JLR is not required to accept a return because the Customer changes its mind, over-orders, orders the wrong product or quantity, finds a lower price, experiences slow resale or no longer requires the goods.

- 5.2** JLR may, at its discretion, consider a written request made within seven calendar days after delivery or collection. No goods may be returned unless JLR first issues written return instructions or a return authorisation.
- 5.3** Approved goods must be unopened, unused, undamaged, fully traceable and saleable, in original sealed packaging, with a commercially suitable remaining shelf life and evidence of storage in accordance with the label and any cold-chain requirements.
- 5.4** For food-safety, traceability and resale reasons, JLR will generally not accept discretionary returns of frozen, chilled, perishable, short-dated, clearance, promotional, discontinued, specially imported, specially ordered, opened or temperature-sensitive goods.
- 5.5** This section applies only to discretionary change-of-mind and Customer ordering-error requests. It does not restrict remedies for goods that were faulty, unsafe, damaged, spoiled, short delivered or incorrectly supplied where a contractual or statutory remedy applies.

6. How to submit a claim

An authorised account contact should contact JLR using the details in section 13 and provide, where available:

- the wholesale business name, ABN, account number and authorised contact;
- the JLR order, quotation, invoice or purchase-order number and delivery date;
- the product name or code, carton and unit quantity, batch or lot code and date markings;
- a description of the issue, when it was identified, and how the goods were stored and handled;
- clear photographs of goods, packaging, shipping labels, damage and relevant temperature records;
- confirmation that potentially unsafe food has been isolated from sale and distribution; and
- the requested outcome, noting that the remedy available depends on the contract and applicable law.

- 6.1** An invoice, order confirmation, account statement, delivery record or other reasonable evidence must establish that JLR supplied the goods. JLR will not insist on one particular form of proof where other reasonable evidence is available.
- 6.2** JLR may reasonably request further information, photographs, inspection, stock count, temperature records, return or safe-disposal confirmation. Requests will be proportionate to the claim and will not be used to obstruct a non-excludable remedy.

7. Assessment and response targets

- 7.1** JLR aims to acknowledge a complete claim within two business days and provide an outcome within ten business days. If supplier, carrier, laboratory or regulator input is reasonably required, JLR will provide a progress update and an estimated completion date.
- 7.2** Urgent food-safety, allergen, contamination and recall matters take priority. Reporting targets do not delay immediate isolation, notification or recall action.
- 7.3** These service targets do not shorten or extend any period required by law and do not prevent JLR or the Customer from acting sooner.

8. Return authorisation, collection and freight

- 8.1** Before sending goods back, the Customer must obtain JLR's safe return instructions or return authorisation, except where doing so would unreasonably obstruct a right that cannot lawfully be excluded. Unauthorised commercial returns may be rejected where no statutory return right applies.
- 8.2** Return instructions will identify approved goods and quantities, collection or return method, packaging and storage requirements, and any reference number. The Customer remains responsible for safe custody and labelled storage until collection or disposal, to the extent reasonably within its control.
- 8.3** Where JLR supplied goods that fail an applicable guarantee or contractual requirement, JLR will bear reasonable return, collection or disposal costs to the extent required by law or contract. If goods are bulky, dangerous or unsafe to transport, JLR will arrange collection or give safe instructions as required.
- 8.4** For an approved discretionary return, the Customer bears return freight and any documented reasonable direct handling or restocking costs disclosed and accepted before the return is approved. Such amounts are cost recovery, not a penalty. No fee will be imposed where it would unlawfully reduce a statutory remedy.

9. Replacements, refunds, account credits and credit notes

- 9.1** A statutory refund is distinct from a discretionary account credit. Where applicable law gives the Customer a right to choose a refund, JLR will not substitute a credit note or account credit without the Customer's agreement.
- 9.2** Subject to the contract and applicable law, an approved claim may be resolved by replacement, supply of missing or correct goods, collection, refund, account credit or credit note.
- 9.3** A credit note will identify the Customer, original invoice, approved products and quantities, credited amount and GST adjustment. It may be applied against the related unpaid invoice or other amounts due only where the Customer agrees, the account terms permit it and doing so does not displace a mandatory refund right.
- 9.4** JLR aims to issue an approved credit note or initiate an approved refund within five business days after required verification, collection or disposal confirmation is complete. Financial institutions may require additional processing time.
- 9.5** Refunds will ordinarily be made to the original payment method or a verified bank account in the Customer's legal name. JLR may take reasonable steps to prevent fraud and confirm authority before changing payment details.
- 9.6** Replacement stock is subject to availability and safe delivery. If a suitable replacement cannot be supplied within a reasonable time, JLR will provide the remedy required by law or otherwise agreed with the Customer.

10. Order changes and cancellations

- 10.1** An authorised contact must request a change or cancellation as soon as possible. JLR will approve it without charge if received before JLR has accepted the order or incurred work, stock, supplier or carrier commitments.
- 10.2** After acceptance or processing begins, JLR may refuse a discretionary cancellation where permitted by law. If JLR agrees to cancel, it may recover only documented reasonable direct costs caused by the cancellation that were disclosed before approval; it will not impose a penalty or charge for costs avoided.
- 10.3** Cancellation of specially imported, customer-specific, promotional allocation, frozen, short-dated or otherwise difficult-to-resell stock may be refused after JLR has made a non-cancellable commitment, except where a right to cancel exists under applicable law or JLR is in breach.
- 10.4** If JLR cancels an accepted order because supply becomes unavailable, impossible, unsafe or unlawful, JLR will promptly notify the Customer and refund or credit amounts paid for unsupplied goods. Any further remedy required by law remains available.

11. Problems caused after delivery

- 11.1** A remedy may be reduced or refused to the extent a problem was caused by the Customer's misuse, mishandling, broken cold chain, unsuitable storage, unauthorised relabelling or repacking, failure to follow a lawful recall instruction, damage after risk passed, or a defect specifically disclosed and accepted before supply.
- 11.2** Each claim will be assessed on its evidence. This section does not permit JLR to refuse a remedy for a separate failure that was not disclosed or caused by the Customer.

12. Product withdrawals and recalls

- 12.1** JLR maintains a written food-recall system as required for food importers and wholesale suppliers. If JLR or a regulator issues a withdrawal or recall notice, the Customer must immediately follow the notice, stop sale and distribution, identify affected stock and downstream customers, preserve traceability records, and provide requested stock and distribution information.
- 12.2** Recall remedies, collection, disposal, credits and communications will be managed under JLR's recall plan, applicable regulator directions, the supply contract and mandatory law. A recall may require action even where goods appear unaffected.
- 12.3** Nothing in this Policy replaces the Customer's own food-safety, traceability, notification or recall obligations as a food business.

13. Contact, complaints and policy version

Business: JLR EXPERT IMPORTERS Pty Ltd | ABN 35 656 848 476

Address: 3/85-91 Broun Avenue, Morley WA 6062

Email: adminsupport@jlrexpertimporters.com.au

Telephone: +61 415 612 198

- 13.1** Quote the wholesale account and invoice number in correspondence. If dissatisfied with an initial decision, an authorised representative may request internal review and provide any further relevant evidence.
- 13.2** Where applicable, a Customer may contact Consumer Protection Western Australia, the Australian Small Business and Family Enterprise Ombudsman, or obtain independent legal advice.
- 13.3** The version accepted for an order is the version presented or incorporated when the order was placed, unless a later change is required by law or expressly agreed. JLR may update this Policy prospectively and will publish the new version and effective date.