

Luvalot – Returns and Warranty Policy

Important consumer information: Luvalot's goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

This returns and warranty policy is given by Luvalot Clothing Pty Ltd ACN 144 648 911 of 100 Langridge Street, Collingwood in the State of Victoria, and is referred to as 'us', 'our' or 'Luvalot'. This returns and warranty policy is between us and the customer who acquires our goods and/or services, who is referred to as "you" and "your".

The terms of this returns and warranty policy form part of Luvalot's General Terms and Conditions of Supply, which is available on our website www.luvalotclothing.com.au

1. What This Return Policy Covers?

- (a) If you wish to return any good(s) simply because you change your mind we will, at our absolute discretion, provide an exchange or credit for the good(s), provided you return it within 30 days from the date of purchase, unworn and in its original condition with labels/tickets attached and with your proof of purchase.
- (b) You can not return earrings, cosmetics, lingerie, hosiery and swimwear.
- (c) Sale goods or good with a reduced price will only be refunded, at our absolute discretion, provided you return it within 30 days from the date of purchase, unworn and in its original condition with the labels/tickets attached and with your proof of purchase.
- (d) We are not legally obliged to give credits or refunds of the purchase price on goods, or exchange them, simply because you have changed your mind about the purchase. If you simply change your mind we may offer, at our absolute discretion, a refund, credit or exchange of value equivalent to the purchase price for most goods, provided that:
 - (i) you return the goods within 30 days from the date of purchase; and
 - (ii) the good is unworn and in its original condition; and
 - (iii) all original labels and tickets are attached to the good; and
 - (iv) you provide proof of purchase; and
 - (v) sale merchandise will only be exchanged, not refunded.

Our change of mind policy does not apply under any circumstances to purchases of the following goods:

- (i) earrings;
 - (ii) cosmetics;
 - (iii) lingerie; or
 - (iv) hosiery
- (e) you are responsible and liable for all freight/shipping costs with respect to any return claim.

2. What This Warranty Covers?

- (a) Subject to the exclusions noted in clause 4, this warranty covers:
- (i) faulty and the fault or defect was not pointed out to you before you purchased it or would not have been apparent to you when you inspected the goods before purchase; or
 - (ii) not 'of merchantable quality', meaning that it is not of the quality that you reasonably expected when you purchased it, bearing in mind the way the item was described to you before your purchase and also the price of the item; or
 - (iii) not fit for its purpose, meaning that the item does not do what you reasonably expected it would

3. How to Make A Warranty Claim

- (a) All warranty claims must be made within 30 days of purchase and must be made via email to respective Luvalot Branch item/s were purchased.
- (b) A warranty claim must include the following particulars when emailed to us:
- (i) proof of purchase in the form of a receipt or invoice issue by us. This is required to assist us verify that the goods were purchased from us, the date of purchase and that you are the original purchaser.
 - (ii) A description of the clothing or clothing accessories purchased
 - (iii) A clear and concise statement outlining the alleged defect with the goods
 - (iv) Several photos of the alleged defect. Please note, that we require photos:
 - A. to be clear so that we can identify any alleged defect
 - B. to be close ups and from the distance
- (c) Once we have received your warranty claim, we will assess your claim and either:
- (i) Request that you ship/freight (with insurance) the good(s) back to a location (at your own cost) so we can further assess the good(s), before making a final decision to accept your claim. Please note that we reserve our right to charge you a reasonable 'testing fee' in assessing whether the good(s) are defective; or
 - (ii) at our absolute discretion determine whether we accept your claim.
- (d) If we accept your warranty claim, you must at your own cost, arrange for the good(s) to be returned to our warehouse located at respective Luvalot Branch item/s were purchased. The good(s) when returned to:
- (i) must be in the same condition as in the photos provided to us in your warranty claim; and
 - (ii) must be unworn with labels/tickets attached
- (e) Subject to your clause 3(d), you will be entitled to choose a exchange OR credit, which you must notify us via email to respective Luvalot Branch item/s were purchased.
- (f) If you choose an exchange, you will be required to pay the costs of having the replacement good(s) being shipped/freighted (with insurance) back to you.

4. What This Warranty Doesn't Cover

This warranty does not cover:

- (a) Clothing accessories, including earrings, cosmetics, lingerie, hosiery and swimwear.
- (b) Goods which are not owned by the original purchaser
- (c) Goods which we determine in accordance with clause 3(c) as not being defective
- (d) Defects to goods which are not our fault
- (e) Goods which have been tampered with and/or improperly modified, altered or repaired
- (f) Defects to goods which arise as a result of misuse, which is use that is other than its intended use that it was designed for
- (g) Defects to goods which are the result of:
 - (i) your negligence;
 - (ii) damaged caused as result of tampering with the goods:
 - (iii) lack of maintenance;
 - (iv) exposure to extreme temperatures, elements, damaging chemicals and any other abnormal conditions;
 - (v) wear and tear
 - (vi) paint damage for which are not responsible for;
 - (vii) Damage caused by improper transportation of the goods; and

5. Other Matters

- (a) We reserve our rights, at any time, to withdraw our acceptance of a warranty claim, in the event we are presented or come across new information in relation to your claim, which confirms in our reasonable belief, you are not eligible or entitled to a warranty claim.