Big and Bulky Delivery Terms and Conditions

The following terms and conditions will apply between The Good Guys Discount Warehouses (Australia) Pty Ltd (ACN 004 880 657) trading under registered business name "The Good Guys Commercial" ("**The Good Guys/we/us**") and "**you**", for the delivery by The Good Guys of "big and bulky" goods purchased from The Good Guys which The Good Guys has agreed to deliver (the "**Goods**") to premises specified by you ("**Premises**") and, where applicable, to the removal of goods of a similar type and size ("**Old Goods**") by The Good Guys from those Premises.

1. Subject to payment of any applicable price to The Good Guys at the time of purchase, The Good Guys will deliver the Goods to the Premises and, where applicable, remove the Old Goods from those Premises, in accordance with these terms & conditions.
2. The Good Guys will endeavour to deliver the Goods on the day agreed with you. The Good Guys does not offer set delivery times, but we will contact you no later than the morning of your delivery to provide you an estimated delivery window. On the day of delivery, the delivery driver will contact you on approach. In certain areas a track and trace link may be provided. Please note that delivery may be affected by factors outside of The Good Guys' control, such as adverse weather conditions, traffic conditions, sickness and unexpected issues arising in connection with the provision of services to other customers, and The Good Guys therefore cannot guarantee delivery at the prearranged time and day. Where the Good Guys cannot attend within the expected delivery window, The Good Guys will provide you with as much notice as practical and will arrange another delivery day with you. If you are not sure of your likely delivery time or day, please contact the Good Guys store where you purchased the Goods.
3. Delivery of Goods (in particular large Goods such as televisions, large kitchen appliances, laundry appliances and air conditioners) to parts of Australia such as the Northern Territory, Western Australia, Tasmania, remote/isolated areas and island communities may have extended delivery times and are subject to local transport schedules. Goods may also have to be collected from the closest local barge or freight company, in which case you will be responsible for arranging final delivery (including any additional cost for such final delivery) with the barge or freight company to your nominated address. If additional charges from a third party apply to delivery of your Goods, The Good Guys will contact you prior to delivery to advise such charges.
4. You must provide at least 24 hours' notice if you wish to cancel your delivery or change the delivery day that you have agreed with The Good Guys, by using the contact method you have been given. If, on arrival, the Premises are unattended The Good Guys will wait 15 minutes, and if still unattended, will then leave. Where this happens, we will send you an SMS so another delivery day can be scheduled which may be up to 48hrs after the failed delivery. If you do not provide this notice, The Good Guys reserves the right to charge you its reasonable costs of any failed delivery and for rearranging the delivery.
5. You, or another person over the age of 18 whom you have given authority to accept delivery of the Goods (and authorise the removal of any Old Goods), must be present at the time of delivery/removal. Any reference to "you" in these terms and conditions includes any such person.
6. You must ensure that a delivery vehicle (requiring up to 12.5 metres to park) can park immediately outside the entrance to the Premises. The Good Guys reserves the right to refuse to deliver, and/or refuse to remove Old Goods, where it is unable to park within 20 metres of the entrance to the Premises. Where this occurs, The Good Guys will provide you with a refund of the fees paid by you for the services not able to be performed Any applicable parking charges are your responsibility.
7. You must ensure that any pets are placed in a secure location before delivery commences and at all times during the Delivery Process. The term "**Delivery Process**" includes the process for delivering the Goods and also, if relevant, for removing the Old Goods.
8. The Good Guys will take reasonable care but cannot guarantee that floors or walls will not get dirty, wet, or incur minor scuffing or minor indentations during the Delivery Process. The Good Guys suggests that you cover floors or walls to protect them. Please note, due to Occupational Health and Safety reasons, such as the safe lifting of bulky and heavy products, delivery persons are

unable to remove their work boots in your Premises. Our team members do their best to maintain clean working boots for indoor purposes, however, should you be concerned please consider selecting Delivery Only instead.

9. You are responsible for ensuring that the route(s) from the boundary of the Premises to the specific delivery location (and, if applicable, the location of the Old Goods) is of sufficient size, safe and clear of obstacles. In particular, please bear in mind the weight of the Goods to be delivered and/or any Old Goods being removed and whether the floors and stairs/steps are strong enough for the load and whether tiles or other floor coverings or materials could be damaged as a result of this weight. Save as otherwise provided by the consumer guarantees under the Australian Consumer Law, The Good Guys shall not be responsible for any loss, cost, damage, expense, injury, or death arising from the structure, fixtures or fittings of the Premises being unable to bear the weight of the Goods, except to the extent that such loss, cost, damage, expense, injury, or death arises as a result of The Good Guys breach of these terms and conditions or negligence.

10. Upon the Good Guys arrival at the Premises, you must ensure that The Good Guys can commence all relevant tasks without delay. The delivery person will inspect the location(s) and the route from the delivery vehicle to that/those location(s). In the event that the delivery person believes that the route to a location or the location itself is unsafe or impractical for the goods in standard packaging they will be unable to perform the delivery to, and/or removal from that location and will: (a) in the case of delivery, deliver the Goods to such other location inside or outside the Premises as you direct, provided they consider this location and the route to this location to be safe and practical; and (b) in the case of removal, be unable to remove the Old Goods and The Good Guys will provide you with a refund of the fees paid by you for the services not able to be performed.

11. If the delivery person notices any pre-existing damage on the proposed delivery/removal route within your Premises before they deliver/remove the Goods or Old Goods they will bring this to your attention. This is intended to avoid any dispute as to whether the delivery person has caused any damage to your Premises during the delivery process. The delivery person may make notes about such damage and may also take photographs.

12. The Good Guys offers two types of delivery:

    - **Delivery Only** – the delivery person will deliver the Goods to the specified room in your Premises. Audio visual and cooking products are only available on a Delivery Only basis.
    - **Premium Delivery** – In addition to Delivery as described above, the delivery person will unpack the Goods, remove the packaging, remove any transit brackets, transportation bolts or other transportation restraints (e.g. securing tape or strapping), plug in the power supply and ensure that the Goods are level with the floor. In addition, where the Goods are a washing machine, the delivery person will connect the Goods to existing plumbing which is accessible by hoses and other connections supplied standard with the Goods, The delivery person will also remove any Old Goods (refer to clause 18 for more information). Premium delivery is available on all white goods and laundry appliances.

    Delivery Only and Premium Delivery are only offered in capital cities and for selected regional areas in Australia. None of the services include any other services which are not described above, including without limitation, removal of manufacturer merchandise labels, demonstration of the goods, running of test cycles, enabling 'Smart' type connections, any alterations to the Goods or Premises to perform, facilitate or change electrical, plumbing or cabinetry work, mechanical adjustments to either the Goods or the Premises (e.g. water pressure adjustment), or wall mounting (including to existing brackets). Stacker kits which require no use of tools will be setup for laundry appliance combination sales. If there are any restrictions or additional charges that apply to delivery of the Goods (such as if stairs must be used to access the room in your Premises for delivery of the Goods), these will be advised to you at the time that you purchase the services.

13. Where you have ordered a Premium Delivery you are responsible for ensuring that any required electrical or water supplies or drainage/waste facilities are within reach of the delivery location and that they are compatible with the Goods, in good condition and working order, and will continue to be so for the foreseeable future. If the delivery person reasonably believes that this is not the case (for example, because the thread on a water tap is worn or damaged, a water pipe is cracked, there are recent signs of water leakage, or an outlet drain is blocked or not made ready for connection, power

boards or extension cords that are not recommended for whitegoods are used), or the supplies, facilities and/or utilities are otherwise unsuitable, they will deliver the Goods but will not connect the Goods and we will provide a refund of the "connection" component of the delivery fee. Save as otherwise provided by the Australian Consumer Law, The Good Guys shall not be responsible for any loss, cost, damage, expense, injury, or death arising from any pipes or sockets being damaged, faulty, incompatible with, or otherwise unsuitable for, the Goods except to the extent that such loss, cost, damage, expense, injury, or death arises as a result of The Good Guys' negligence. Under no circumstances will The Good Guys perform a gas or hard-wired electrical connection.

14. If the Goods the subject of a delivery are to be delivered to you directly from one of The Good Guys' distributors, suppliers and/ or vendors ("**Direct Delivery**"), then the terms and conditions applicable to that Direct Delivery will be subject to the delivery terms and conditions of that relevant distributor, supplier and / or Vendor, as the case may be.

15. Risk of loss, damage or theft to the Goods passes to you at the time of delivery of the Goods to the Premises including delivery outside the Premises as set out in clause 10(a).

16. At the end of the Delivery Process you will be required to sign a proof of delivery which will confirm that the Goods have been delivered and will document any noticeable damage to the Goods occurring prior to, or during, the Delivery Process. It will also allow the delivery person to document any damage to your Premises that you believe has been caused during delivery. We may photograph Goods, the location the Goods have been placed in, or any damage that you allege has been caused during Delivery.

17. The Good Guys strongly advises that, after unpacking, both you and the delivery person thoroughly inspect the Goods for physical damage. Any physical damage discovered during such inspection should be noted on the Proof of Delivery. If you wish, you can refuse to accept the Goods if there is physical damage to the Goods. If the Goods are not unpacked during delivery, or in the presence of The Good Guys' delivery person, it will be difficult to establish whether any physical damage to the Goods was caused before or during the Delivery Process, rather than after delivery. If you do notice any physical damage after the Delivery Process is completed, please call the store you purchased the Goods from immediately.

18. Where The Good Guys is removing Old Goods you must ensure that the Old Goods are empty and clean. In addition, the Old Goods must also be disconnected from power, water and any fixture and fittings, safe to be handled, removed from any cavity or wall mount, and are otherwise readily available for easy removal at the time of your delivery (but where Old Goods are faulty goods purchased from The Good Guys which are being returned or replaced, The Good Guys will arrange for this to be done). Gas and/or hard-wired electrical disconnections must have been performed by a licensed tradesman and under no circumstances will The Good Guys disconnect these services (but where Old Goods are faulty goods purchased from The Good Guys which are being returned or replaced, The Good Guys will arrange for licensed tradesmen to perform such disconnections). If all of the above conditions have not been satisfied, we will not be able to remove the Old Goods and The Good Guys will provide you with a refund of the fees paid by you for the services not able to be performed. The Good Guys will not pay you for your Old Goods and title in the Old Goods transfers to The Good Guys upon removal from the Premises in consideration for such removal. Alternatively, instead of removing Old Goods, we will relocate (but not reconnect) the Old Goods within the Premises, on the basis it is safe and reasonable to do so. Relocation will not involve loading the Old Goods onto your vehicle.

19. You acknowledge and agree that if you fail to provide any information, fail to provide correct information or fail to perform any of your obligations under these terms and conditions, then The Good Guys may, without limiting any of The Good Guys' rights at law, refuse to deliver the Goods and/or remove the Old Goods and/or may require the payment of extra fees from you as reasonably required to perform the delivery. Where this is the case we will tell you what these fees are in advance and will not perform the services until you have agreed to pay them.

20. Nothing contained in these terms and conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy or other obligation implied by the Australian Consumer Law which cannot by law be excluded, restricted or modified.

21. Our services come with consumer guarantees that cannot be excluded under the Australian Consumer Law. You may recover damages from The Good Guys for any reasonably foreseeable loss or damage that you suffer because of any failure of the delivery service to comply with these guarantees. If the failure to comply with these guarantees is a major failure or cannot be remedied, you may terminate the agreement between you and The Good Guys for the supply of the delivery service or recover from The Good Guys compensation for any reduction in the value of the delivery service below the price paid or payable by you for the delivery service. If the failure to comply with these guarantees can be remedied and is not a major failure, you may request The Good Guys to remedy the failure within a reasonable time, or if it cannot be so remedied you may recover from The Good Guys all reasonable costs that you incur in having the failure remedied, or terminate your agreement with The Good Guys for the provision of the delivery service.

22. If the Goods are faulty or you wish to return unused and unopened Goods because you have changed your mind (which includes instances where the Goods do not fit the intended space in your Premises) please visit: https://www.thegoodguys.com.au/warranty for details of our policies . Where you require us to pick up the Goods, you should make the Goods ready for collection (such as disconnecting the Goods and removing them from cavities so that they are accessible, making the original packaging and manuals available where possible). If you are returning unused and unopened Goods due to change of mind in accordance with our policies, we will not refund the delivery fee and you must pay for us to pick up the Goods. If Goods are unused but have been unpacked, we may, at our absolute discretion, accept return of the Goods in the event of a change of mind provided they are in perfect condition. However, in such cases we will not refund delivery fee, you must pay for us to pick up the goods and we will apply a restocking fee equal to 20% of the original purchase price.

23. The Good Guys' privacy policy (available on its website :https://www.thegoodguys.com.au/privacy-policy) contains important information required to be disclosed under the Australian Privacy Principles in the Privacy Act 1988 (Cth). You should read this policy before providing any personal information to The Good Guys. By providing the personal information requested, you agree to this policy.

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