NON-WEBSITE, NON-CREDIT TERMS OF SALE FOR GOODS SOLD BY THE GOOD GUYS DISCOUNT WAREHOUSES (AUSTRALIA) PTY LTD FROM WWW.THEGOODGUYSCOMMERCIAL.COM.AU

Terms of Sale for non-credit account/ non-website sales

1. Application of these terms and conditions

1.1 These Terms constitute a legally binding contract between you ("**you**") and The Good Guys Discount Warehouses (Australia) Pty Ltd (ABN 48 004 880 657) ("**The Good Guys**") and apply to any purchase of goods and/or services by you from The Good Guys Discount Warehouses (Australia) Pty Ltd t/a The Good Guys Commercial, excluding the following "**Excluded Transactions**":

- purchases of goods and/or services ordered on The Good Guys Commercial Website or any other The Good Guys website;
- purchases of goods and/or services ordered under a credit account that you hold with The Good Guys;
- purchases of goods and/or services from The Good Guys retail stores.

1.2 Please read these Terms carefully before placing your Order. The Terms contain important information about your purchase of goods and/or services from The Good Guys.

1.3 By placing an Order for Goods and/or services from The Good Guys Commercial other than an Excluded Transaction you:

- agree to these Terms and agree that they will, in all circumstances, prevail over your terms and conditions of purchase (if any) and override any terms and conditions contained in quotes, invoices or other documentation (including, without limitation, any terms and conditions attached or forming part of any purchase order) exchanged between the parties whether or not such documents expressly provide that they override these Terms; and
- acknowledge that you are a sole trader, partnership, company, trust, institution (including a school) or a government body and are not an individual acquiring the goods and/or services wholly or predominantly for personal, domestic or household use or consumption.

2. YOUR LEGAL RIGHTS UNDER THE CONSUMER GUARANTEES PROVIDED BY THE AUSTRALIAN CONSUMER LAW

2.1 Your purchase of goods may be subject to certain laws including, without limitation, the Australian Consumer Law. If you are a Consumer, the Australian Consumer Law provides you with certain rights that cannot be excluded, including that the goods must be of acceptable quality, reasonably fit for the purpose that The Good Guys represents they will be fit for and that the goods will correspond with any description. Nothing 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 implied by law (including the Australian Consumer Law) which cannot by law be excluded, restricted or modified.

2.2 Our goods and 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 a service or goods to comply with these guarantees, and:

(a) if the failure to comply with these guarantees for goods is a major failure or cannot be remedied, you are entitled to a replacement or refund. If a failure to comply with these guarantees for goods does not amount to a major failure you are entitled to request The Good Guys remedy the failure within a reasonable time and if The Good Guys fails to do so (by repairing the goods, replacing the goods or providing you with a refund);
   (i) you may recover all reasonable costs you incur in having the failure remedied;
   (ii) you may (in certain circumstances) be entitled to reject the goods and claim a replacement or refund from The Good Guys; or

(b) if the failure to comply with these guarantees for a service is a major failure or cannot be remedied, you may terminate the agreement between you and The Good Guys for the supply of the service or recover from The Good Guys compensation for any reduction in

the value of the service below the price paid or payable by you for the service. If a failure to comply with these guarantees for a service can be remedied and is not a major failure, you may request The Good Guys to remedy the failure within a reasonable time, and 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 service.

3. Information about The Good Guys' liability to you and your liability to The Good Guys

Except to the extent caused by The Good Guys' negligence or breach of these Terms, or as otherwise required by law, The Good Guys shall not be liable to you for any loss to you to the extent it is caused by: (i) your order information being incomplete or inaccurate; (ii) being unable to change or cancel your order once it has been accepted by The Good Guys; (iii) your order not being received, being lost, misdirected or delayed as a result of the facility to place orders being unavailable due to issues beyond the reasonable control of The Good Guys; (iv) cancellation of your order; (v) the availability of any goods; (vi) delay in delivery of the goods to you or delay in the availability of goods for pick up in-store beyond the reasonable control of The Good Guys; (vii) any delay in you receiving any refund due to you beyond the reasonable control of The Good Guys; (viii) any late, lost or misdirected deliveries of goods beyond the reasonable control of The Good Guys; (ix) any loss, damage, cost or expense suffered as a direct or indirect result of The Good Guys leaving the goods in accordance with any "authority to leave" given by you; (x) any breach of these Terms by you; or (xi) any other loss to the extent resulting from something outside of our control and within your control.

4. Price List and orders

4.1 Any price list made available by The Good Guys from time to time and/or any quotation provided by The Good Guys is not an offer or obligation to sell and The Good Guys reserves the right to accept or reject, in its absolute discretion, any orders which may be received by it.

4.2 The prices quoted or made available by The Good Guys from time to time are subject to change without notice. Once an order has been accepted by The Good Guys, The Good Guys will be bound by the price in the accepted order unless The Good Guys has, prior to accepting the order, notified you of the possibility of price change (for example, where orders are placed a significant time before delivery).

5. Payment Terms and Charges

5.1 The Good Guys requires cleared payment to be received before the goods and/or services are delivered to you.

5.2 Payment for the goods or services supplied by The Good Guys to you must be made without deduction unless otherwise agreed.

5.3 Each amount payable by you under these terms and conditions in respect of a "taxable supply" (as defined in the GST Act) by The Good Guys is a GST exclusive amount and you must, in addition to that amount and at the same time, pay the GST due in respect of that supply.

5.4 Payment shall be deemed to have been made:

(a) if cash is tendered – on the date it is tendered;

(b) if a credit card is tendered – on the date upon which the credit is authorised by The Good Guys' bankers; and

(c) if a cheque or other negotiable instrument is tendered or payment is made by direct debit - on the date upon which such cheque, other negotiable instrument or direct debit is cleared by The Good Guys' bankers.

5.5 The Good Guys may not be able to, or may decline to, accept payment from you by your nominated payment method at any time for any reason including, without limitation: (i) where our fraud detection systems detect possible irregularities; (ii) because your financial institution or other payment provider has declined payment; (iii) because your payment card has expired; (iv) where technical difficulties impact our ability to process payment.

5.6 The Good Guys may decline to accept payment from your nominated payment method at any time if The Good Guys believes, acting reasonably, that this is necessary to protect you or The Good Guys from fraud or loss. Where this is the case, The Good Guys reserves the right to cancel your order and/or place your order on hold and request you to provide additional information (for example, proof of identity documents) or arrange payment by another method. If you are unable to comply with The Good Guys' requests within the timescale specified, The Good Guys may cancel your order.

6. Orders and Delivery

6.1 You agree that The Good Guys may, without incurring any liability, refuse to accept any order for goods or services made by you in whole or in part at its absolute discretion.

6.2 Each order placed by you shall be deemed to include a representation that you are solvent and able to pay all of your debts as and when they fall due.

6.3 When any order is placed, you must inform The Good Guys of any facts which might reasonably be expected to affect any decision to accept the order.

6.4 From time to time the specifications of goods supplied by The Good Guys may be changed by the manufacturer of the goods. The Good Guys will inform you if the specifications of the goods change to a material extent and you will have an opportunity to cancel your order if you are no longer satisfied with the goods.

6.5 From the time of placing an order (including forward orders), you are obliged to accept and pay for the goods and/or services in accordance with these Terms and a cancellation, or alteration, of the order by you for any reason (other than as permitted by clauses 6.6.6 or 6.74,) shall not discharge this obligation to accept the goods or services and make payment.

6.6 Alternatively (at The Good Guys' absolute discretion), where an order is cancelled or altered by you other than pursuant to clause 6.4 or clause 6.7, or cancelled by The Good Guys pursuant to clause 11 or clause 6.11, The Good Guys may agree that instead of you fulfilling your obligations set out in clause 6.5 you may instead pay to The Good Guys a restocking fee equal to 20% of the relevant order value.

6.7 The Good Guys shall use its reasonable endeavours to ensure that the goods are available within the time frame requested by you, but shall not be liable for any loss or damage caused by any delay. You shall only be entitled to reject the goods or cancel the order by reason of any delay if the delivery of the goods is delayed by more than 60 days after the agreed delivery date and where the delay is not the result of a force majeure as set out in clause 14.

6.8 Responsibility for, and the cost of, the delivery of the goods shall be as agreed by the parties.

6.9 Subject to the provisions of any specific terms and conditions relating to the delivery of the goods to you, if The Good Guys is responsible for delivery of the goods, The Good Guys shall be responsible for any loss or damage to the goods in transit and delivery of the goods shall be deemed to take place upon arrival of the goods at your premises.

6.10 If you are responsible for delivery, you are responsible for any loss or damage to the goods in transit and delivery of the goods shall be deemed to take place at the time the goods leave the premises of The Good Guys (or The Good Guys' supplier if they are being delivered directly to you).

6.11 The Good Guys has the right to deliver goods by instalments. Failure by The Good Guys to deliver any instalment will automatically be deemed to be a back order and will not entitle you to cancel the balance of the order. If you fail to take delivery of any instalment (except as agreed in advance with The Good Guys), The Good Guys may cancel the balance of the order.

6.12 The Good Guys is entitled to charge, and you must pay, The Good Guys' costs and expenses associated with handling and/or holding any goods in the event of Delayed Delivery and The Good Guys' costs and expenses of any Frustrated Delivery. For the purposes of this clause "Delayed Delivery" means where you are not able to take delivery of the goods within 30 days from the date on which you are notified that the goods are ready for collection and "**Frustrated Delivery**" is where The Good Guys attempts to deliver the goods to you at an agreed place and time and you are unable or unwilling to take delivery of the goods.

6.13 For delivery of big and bulky items, The Good Guys' **Big and Bulky Delivery Terms and Conditions** will also apply. If there is any inconsistency between these Terms and Conditions and The Good Guys' Big and Bulky Delivery Terms and Conditions, these terms will prevail to the extent of any inconsistency.

6.14 When picking up "big and bulky" goods at a Distribution Centre or in-store:

(a) you must ensure your vehicle is appropriate for transporting your goods. The law requires that the goods are adequately restrained so you should bring appropriate restraints to safely secure your load;

(b) your order confirmation must be presented for collection, and you will be asked to sign that you have received your goods in good condition;

(c) manufacturers usually recommend that TVs & whitegoods are transported upright to avoid damage. The Good Guys accepts no responsibility for any loss, damage or liability suffered by you due to the way in which the goods are loaded or transported by you. The Good Guys team members may help to load goods into your vehicle (but not onto the roof or roof racks) if requested and they believe it is safe to do so, and may provide suggestions to you as to ways to transport your goods in order to avoid damage. However, you are entirely responsible for ensuring that the goods are loaded and transported in accordance with relevant road traffic/safety laws and in a way which does not result in damage to the goods;

(d) The Good Guys does not provide forklifts when loading and will not assist with roof top loading;

(e) if you have any concerns about picking-up your goods, please call your store to arrange delivery.

6.15 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 the delivery terms and conditions of that relevant distributor, supplier and/ or vendor, as the case may be.

6.16 You may only place an order for goods to be used in connection with your business. You are not permitted to resell any goods purchased unless authorised by The Good Guys in writing in advance. The unauthorised resale or attempted resale of any goods will be considered a breach of these Terms and Conditions.

6.17 The Good Guys reserves the right to cancel, at any time before delivery, an order that it has previously accepted where (a) you are in breach of these Terms; or (b) The Good Guys, acting in good faith, is unable to obtain sufficient quantities of stock to fulfill your order within a reasonable timeframe.

7. Acceptance

You should check your goods as soon as they are delivered to you in order to ensure that: (i) they are what you ordered; and (ii) they are not damaged or faulty. If this is not the case you should contact The Good Guys on commercialsupport@thegoodguys.com.au as soon as possible. Where you are not a Consumer, if you fail to give notice to The Good Guys of any problem or defect with the Order within 7 days of delivery, The Good Guys reserves the right (acting reasonably and in good faith) not to accept return of the goods or any liability for any alleged damage.

8. Risk and Retention of Title

8.1 Until full payment in cleared funds is received by The Good Guys for all goods supplied by it to you, as well as all other amounts owing to The Good Guys by you under any other contract, legal title and property in all goods supplied under this contract remain vested in The Good Guys and do not pass to you.

8.2 Risk passes to you upon delivery of the goods to you.

9. Returns

9.1 Except to the extent otherwise required by law, all returns of goods where there has been no breach of these Terms or an applicable Consumer Guarantee must be approved in writing by The Good Guys in its absolute discretion (**Approved Returns**). Any The Good Guys policy under which refunds for non-faulty goods returned by the customer are or may be

provided shall NOT apply to any order for goods and/or services to which these Terms apply. The Good Guys reserves its absolute discretion to accept or reject requests for return of goods where The Good Guys is not in breach of these Terms or an applicable Consumer Guarantee. Approved Returns must be freight prepaid.

9.2 The Good Guys will credit Approved Returns only if they are in saleable condition (as reasonably determined by The Good Guys) upon return and then only upon conditions acceptable to The Good Guys and at your entire cost and provided the goods are and remain sealed in a manner in which they were delivered and accompanied by documentation showing:
(a) customer name, address and account number;
(b) invoice number; and
(c) the reason for return and copy of approval issued by The Good Guys.

9.3 Approved Returns are at your risk as to loss or damage until such time as the goods reach The Good Guys' place of business.

9.4 Where The Good Guys is obliged to refund your payment pursuant to these Terms and Conditions, The Good Guys aims to initiate your refund to your original payment method(s) within 2 business days (Monday – Friday 9 a.m. to 5 p.m. Melbourne time). The additional time that it takes for you to actually receive your refund will depend upon how quickly your financial institution or other payment provider processes the refund. Please note that if The Good Guys is obliged to provide you a partial refund of your payment for specific goods in your order, we will only refund the component of the delivery charge relating to the goods which are subject to the refund.

10. Claims and limitation of liability

10.1 Our goods usually come with warranties from the manufacturer. Your rights under these warranties are governed by the specific terms of the warranty. The Good Guys has no liability to you in respect of such warranties.

10.2 In respect of goods supplied under these Terms, subject to clause 10.4, if you are a Consumer and are purchasing goods which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, the liability of The Good Guys for loss, however caused (including by the negligence of The Good Guys), suffered or incurred by you because of a failure to comply with a Consumer Guarantee is limited to The Good Guys (at its election):
(a) replacing the goods or supplying equivalent goods;
(b) repairing the goods;
(c) paying the cost of replacing the goods or of acquiring equivalent goods; or
(d) paying the cost of having the goods repaired.

10.3 In respect of services supplied under these Terms, subject to clause 10.4, if you are a Consumer and are purchasing services which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, the liability of The Good Guys for loss, however caused (including by the negligence of The Good Guys), suffered or incurred by you because of a failure to comply with a Consumer Guarantee is limited to The Good Guys (at its election):
(a) resupplying the services; or
(b) paying the cost of having the services re-supplied.

10.4 Clauses 10.2 and 10.3 do not apply if it is not fair or reasonable for The Good Guys to rely on them. Clause 10.2 does not apply in relation to a Title Guarantee, and clause 10.3 does not apply in relation to Consumer Services.
Nothing in these Terms 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 implied by law (including the Australian Consumer Law) which cannot by law be excluded, restricted or modified.

11. Termination

11.1 The Good Guys may, at its option, cancel any order for goods and/or services placed by you:
(a) immediately by notice in writing, if you breach these Terms; or

(b) immediately by notice in writing in the event that any payment due to The Good Guys by you is overdue;

(c) immediately by notice in writing if you suspend payments of your debts generally, are or become unable to pay your debts when they are due, an application or order is made for your winding up or dissolution or a resolution is passed or any steps are taken to pass a resolution for your winding up or dissolution, or you are placed under official management, or a receiver, or a receiver and manager, or an administrator (or similar official) is appointed in respect of you; or

(d) immediately by notice in writing, if you cease carrying on business or The Good Guys believes that you will do so.

11.2 The Good Guys shall not be liable to you (whether under this contract, in tort, statute, equity or otherwise whatsoever) for any loss, damage, costs or expense whatsoever (including without limitation, legal costs, any consequential, indirect or special loss, loss of profits or revenue, loss of bargain, loss of reputation or goodwill, additional expense incurred to work around a failure to supply, or loss of opportunity) incurred by you as a result of The Good Guys cancelling any order pursuant to clause 11.1.

11.3 Clauses 10, 12, 13 and survive termination of this Agreement.
Termination of this Agreement will be without prejudice to any accrued right or remedy of a party in relation to any breach of, or default under, this Agreement by the other party occurring prior to termination.

12. Other Terms and Conditions and Variation

12.1 Subject to clause 12.2 and to any terms implied by law (including, without limitation, the Consumer Guarantees under the Australian Consumer Law), unless The Good Guys otherwise agrees in writing, these Terms are the only terms which shall apply to Goods supplied pursuant to an Order that is a non-credit order and non-website order.

12.2 These Terms may only be varied: (i) if agreed by the parties in writing; or (ii) by The Good Guys giving notice to you in writing. If these Terms are varied by The Good Guys giving notice to you in writing, the amended Terms shall only apply to Orders accepted by The Good Guys after the date of variation.
Each of the rights and remedies as set out in these Terms shall be in addition to, and shall not derogate from, any other rights and remedies available including, without limitation, under contract, in tort, under statute, in equity or for specific performance.

13. Expenses

You must pay to The Good Guys all reasonable costs, charges and expenses (including legal fees on a full indemnity basis) incurred by The Good Guys, its legal advisers, mercantile agents and others in connection with any failure by you to comply with these terms and conditions, the recovery of monies owed or the re-possession of any goods.

14. Force Majeure

The Good Guys will not be, or deemed to be, in default or breach of any contract or these terms and conditions as a result of the effects of force majeure. Force majeure will include any cause beyond the reasonable control of The Good Guys (such as, without limitation, an act of God, fire, explosion, unusual or extreme weather conditions, terrorism, war, civil disturbance, industrial action, actions or failures by third party suppliers, power cuts, internet failures, technical failures or issues, cable damage, cyber attack, viruses, malware or security breach). The Good Guys will not be liable for any loss incurred as a result of delay or failure to meet an order or to observe the terms of these terms and conditions due to the effects of force majeure.

15. General Provisions

15.1 These terms and conditions shall be governed by the laws of the State of Victoria and The Good Guys and you submit to the non-exclusive jurisdiction of the Courts of that State.

15.2 No waiver by The Good Guys of any one breach of these terms and conditions by you shall operate as a waiver of another breach of the same or of any other term by you.

15.3 The Good Guys policy on the collection, use and disclosure of customers' personal information is set out in its **Privacy Policy** which forms part of these terms and conditions.

15.4 Any provision of these terms and conditions which is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of these terms and conditions or affecting the validity or enforceability of that provision in any other jurisdiction.

16. Definitions

In these Terms:

Agreement means the legally binding contract between you and The Good Guys constituted by these Terms and an Order;

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

Goods means goods supplied or to be supplied by The Good Guys to you;

Order means an order by you for goods and/or services;

Terms means these terms and conditions;

Website means The Good Guys Commercial Website;

Big and Bulky Delivery means a Delivery Option where the Goods to be delivered are "big and bulky" goods;

Consumer has the meaning given to it in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

Consumer Guarantee means a guarantee under Division 1 of Part 3-2 of the Australian Consumer Law;

Consumer Services means services of a kind ordinarily acquired for personal, domestic or household use or consumption;

Distribution Centre means a The Good Guys distribution centre that is open to the public for pre-arranged, prepaid order collections;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Title Guarantee means a guarantee pursuant to any of section 51, 52 or 53 of the Australian Consumer Law.

The Good Guys Discount Warehouses (Australia) Pty Ltd
V2 July 2026