

JB HI-FI SOLUTIONS MAJOR APPLIANCES DELIVERY TERMS AND CONDITIONS

The following terms and conditions will apply between JB Hi-Fi Group Pty Ltd (ACN 093 114 286) ("JB Hi-Fi Solutions") and "you", for the delivery by JB Hi-Fi Solutions of major appliances (refrigeration, cooking, washing and drying, cooling and heating equipment which is heavy and bulky) purchased by you from JB Hi-Fi Solutions which JB Hi-Fi Solutions has agreed to deliver (the "Goods") to premises specified by you ("Premises") and, if applicable, to the removal of goods of a similar type and size ("Old Goods") by JB Hi-Fi Solutions from those premises.

1. Subject to payment of the price to JB Hi-Fi Solutions at the time of purchase or on approved credit terms, JB Hi-Fi Solutions will deliver the Goods to Premises and, where applicable, remove the Old Goods from those Premises, in accordance with these terms and conditions.

2. JB Hi-Fi Solutions will endeavor to deliver the Goods on the day agreed by you, and JB Hi-Fi Solutions will contact you no later than the day (Mon-Fri excluding public holidays) prior to delivery to arrange delivery. JB Hi-Fi Solutions does not offer set delivery times. You will be advised of an expected delivery time, within a 2 hour time frame. If this does not happen, please contact your JB Hi-Fi Solutions representative. On the day of delivery the delivery agent's driver will call you approximately 30 – 60 minutes before the delivery takes place. If your delivery is scheduled before 10 a.m., the delivery agent's driver will not call prior to the delivery. Please note that delivery may be affected by factors outside of JB Hi-Fi Solutions' control, such as adverse weather conditions, traffic conditions and the actions of the delivery agent, and JB Hi-Fi Solutions therefore cannot guarantee delivery at the prearranged time and day. Where this happens JB Hi-Fi Solutions will provide you with as much notice as practical and will arrange another delivery day with you.

3. You must provide at least 24 hours' notice if you wish to change the delivery time that you have agreed with JB Hi-Fi Solutions by calling your JB Hi-Fi Solutions representative. If on arrival the Premises are unattended the delivery agent's driver will wait 10 minutes, and if still unattended, leave a contact calling card so another delivery day can be scheduled. If you do not provide this notice, JB Hi-Fi Solutions reserves the right to charge you its reasonable costs of any failed delivery and for rearranging the delivery.

4. You, or another responsible person whom you have given authority to accept delivery of the Goods (and, if applicable, authorise the removal of any Old Goods), must be present at the time of delivery/removal. Any reference to "you" in the paragraphs below includes any such person.

5. You must ensure that the delivery vehicle can park immediately outside the entrance to the Premises. JB Hi-Fi Solutions reserves the right to refuse to deliver where the delivery vehicle is unable to park within 20 metres of the entrance to the Premises.

6. 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 applicable, for removing the Old Goods.

7. JB Hi-Fi Solutions 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. JB Hi-Fi Solutions suggests that you cover floors or walls to protect them.

8. 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 whether the floors are strong enough for the load and whether tiles or other floor coverings or

materials could be damaged as a result of this weight. To the full extent permitted by law, JB Hi-Fi Solutions will 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.

9. Upon arrival at the Premises, you must ensure that JB Hi-Fi Solutions can commence all relevant tasks without delay. JB Hi-Fi Solutions staff will inspect the location(s) and the route from the delivery vehicle to that/those location(s). In the event that JB Hi-Fi Solutions staff believe that the route to a location or the location itself is unsafe or impractical they will be unable to perform the delivery or removal to or 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 that 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.

10. If JB Hi-Fi Solutions staff notice any pre-existing damage on the proposed delivery/removal route within your Premises before they deliver/remove the Goods they will bring this to your attention. This is intended to avoid any dispute as to whether JB Hi-Fi Solutions staff have caused any damage to your Premises during the Delivery Process.

11. JB Hi-Fi Solutions offers three types of delivery:

- *Delivery Only* – JB Hi-Fi Solutions staff will deliver the Goods to the specified room in your Premises (a ground floor secured location for Goods delivered in regional areas).
- *Delivery, Unpack and Connect* – In addition to Delivery, JB Hi-Fi Solutions staff 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, connect the goods to existing plumbing which is accessible by power cords, hoses and other connections supplied standard with the goods, and ensure that the appliances are level with the floor.
- *Premium Delivery* – In addition to Deliver, Unpack and Connect, JB Hi-Fi Solutions staff will remove your old appliance of similar type and size.

Delivery, Unpack and Connect and Premium Delivery is only offered in capital cities and for selected regional areas. Audio visual Goods are supplied on a "Delivery Only" basis, as described above. None of the delivery types offered include removal of manufacturer merchandise labels, any alterations to the Goods or Premises to allow access (e.g. removal of fridge doors), electrical, plumbing, cabinetry work or 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 Goods which are laundry appliance combination sales.

12. Where you have ordered a Delivery, Unpack and Connect or 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, in good condition and working order and will continue to be so for the foreseeable future. If JB Hi-Fi Solutions staff believe 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) or 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. To the full extent permitted by law, JB Hi-Fi Solutions will 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. Under no circumstances will JB Hi-Fi Solutions perform a gas or hard wired electrical connection.

13. Risk of loss, damage or theft to the Goods passes to you at the time of delivery.

14. At the end of the Delivery Process you will be required to sign a JB Hi-Fi Solutions Proof of Delivery document 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 you to document any damage to your Premises that you believe has been caused during Delivery. We may photograph the location the Goods have been placed.

15. JB Hi-Fi Solutions strongly advises that, after unpacking, both you and JB Hi-Fi Solutions staff thoroughly inspect the Goods for physical damage. If your delivery type does not include unpacking JB Hi-Fi Solutions suggests that you immediately unpack the Goods before JB Hi-Fi Solutions staff leave the premises. Any physical damage discovered during such inspection should be noted on the Proof of Delivery. If you wish you may 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 JB Hi-Fi Solutions' delivery agent, 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 your JB Hi-Fi Solutions representative immediately.

16. Where JB Hi-Fi Solutions is removing the Old Goods you must ensure that the Old Goods are empty, clean, 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 (otherwise JB Hi-Fi Solutions staff cannot remove the Old Goods). Gas and/or hard wired electrical disconnections must have been performed by a licensed tradesperson and under no circumstances will JB Hi-Fi Solutions disconnect these services. JB Hi-Fi Solutions will not pay you for your Old Goods and title in the Old Goods transfers to JB Hi-Fi Solutions upon removal from the Premises in consideration for such removal. In lieu of their removal, JB Hi-Fi Solutions staff will relocate (but not reconnect) the Old Goods within the Premises, provided that it is safe and reasonable to do so.

17. You warrant to JB Hi-Fi Solutions that all information that you provide to JB Hi-Fi Solutions regarding the delivery is correct and complete. If this is not the case, in addition to its other remedies available at law, JB Hi-Fi Solutions may refuse to deliver the Goods and/or remove the Old Goods and/or may require the payment of extra fees.

18. To the full extent permitted by law, JB Hi-Fi Solutions will not be liable to you or any other person for any loss, cost, damage, expense, injury or death arising from, or in connection with, the delivery of the Goods and the removal of any Old Goods, whether in contract (including any breach of these terms and conditions, actual or anticipatory, including repudiation), tort (including negligence), equity, restitution, under statute or regulation, under any other legal cause or action, claim or right, or otherwise and, for the avoidance of doubt and without limitation (and to the full extent permitted by law), JB Hi-Fi Solutions will not be liable for any: (a) loss of profits; (b) loss of revenue; (c) loss of anticipated savings; (d) loss of business opportunity; (e) loss of goodwill; (f) loss of reputation; (g) loss of data; (h) cost of obtaining replacement goods or services; (i) consequential, indirect or incidental loss (even if the loss was reasonably foreseeable or JB Hi-Fi Solutions has been advised of the possibility of such loss); (j) special loss; (k) punitive or exemplary damages; or (l) economic loss or damages of any nature or description; or (m) for any loss or damage caused by any contractor or employee as a result of such contractor or employee acting outside of his, her or its actual authority or not in performance of his her or its duties to JB Hi-Fi Solutions.

19. If JB Hi-Fi Solutions suffers any loss, damage, cost or expense as a result of your failure to comply with these terms and conditions, including (without limitation) any breach of the warranty in paragraph 17, then you must pay JB Hi-Fi Solutions the amount of that loss, damage, cost or expense if JB Hi-Fi Solutions asks you to.

20. If the Goods are faulty or you wish to return unused and unopened Goods because you have changed your mind please visit <http://www.jbhifi.com.au/corporate/consumer-guarantees-warranties-refunds/guide/> for details of our policies. 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.

21. Nothing in these Terms and Conditions will 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.

22. Our [privacy policy](https://www.jbhifi.com.au/General/privacy-policy/) is available at <https://www.jbhifi.com.au/General/privacy-policy/> and 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 JB Hi-Fi Solutions. By providing the personal information requested, you agree to this policy.