

Melbourne Building Products Pty Ltd

Returns, Cancellations & Commercial Conditions Policy

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At Melbourne Building Products Pty Ltd, we pride ourselves on supplying premium building materials, fixtures, and structural items. We understand that project requirements can change. This policy outlines your options, obligations, and the strict conditions governing cancellations and returns under Australian Consumer Law (ACL).

SECTION 1: VOLUNTARY CHANGE OF MIND & CANCELLATIONS

Under the ACL, businesses are not legally required to accept returns or provide a remedy if you simply change your mind, make an ordering error, or experience sudden layout revisions.

As a gesture of goodwill, Melbourne Building Products Pty Ltd offers a voluntary return path for regular, eligible stock items provided they meet the strict parameters below.

1.1 Mandated Physical Criteria for Return Approval

To qualify for a change-of-mind return or exchange, goods must be verified by our warehouse team to meet the following criteria:

The 7-Day Window: Requests must be formally initiated in writing within seven (7) days of your delivery or warehouse dispatch date.

Resalable Condition Mandate: Goods must be completely unused, uninstalled, and preserved in their original packaging.

Packaging Condition: The box, crate, or wrapping must show absolutely no handwriting, commercial markings, packing tape tearing, or structural compromise.

1.2 Absolute Return Exclusions

Please choose your inventory carefully. We enforce a strict zero-return, zero-exchange, and zero-cancellation policy once processing has begun on:

All Sale Items: Promotional, discounted, or marked-down stock lines.

Clearance Stock: End of Year Clearance Sale items and discontinued product lines.

Display Items: Showroom floor stock, warehouse clearance lots, or "seconds" sold with noted cosmetic imperfections.

Bespoke Orders: Custom special orders, architectural fabrications, and made-to-measure products once production or ordering has commenced.

1.3 Remedy: Store Credit Only (No Cash Refunds)

*Store Credit Only: For all approved voluntary change-of-mind returns, exchanges, or eligible order cancellations, **only a store credit will be issued.** Cash, debit, or credit card refunds will not be granted under any circumstances.*

*Validity & Terms: Approved store credits are valid for a maximum of **12 months** from the date of issue. They are strictly non-transferable, cannot be redeemed for cash, and require full proof of identity upon redemption.*

1.4 Application of the 20% Fees

In accordance with acceptable commercial guidelines under Australian law, percentage-based deductions apply to voluntary customer actions to cover inventory allocation and merchant overrides:

The 20% Restocking Fee: If an item is conditionally accepted for a return by management but fails to satisfy the pristine packaging requirements outlined in Section 1.1, a 20% restocking fee will be applied against the transaction value. Alternatively, the return may be completely declined.

The 20% Administrative Cancellation Fee: If a regular order is modified or cancelled due to a customer change of mind before it undergoes warehouse fulfillment, we reserve the right to deduct a non-refundable administrative fee of up to 20% of the gross order value.

Fulfillment Lock Rule: Once an order has been picked, packed, palletized, or loaded onto a transport vehicle, it enters our locked fulfillment cycle. Cancellations past this point are strictly prohibited.

1.5 Client Logistics, Freight & Shipping Liabilities

Client Freight Responsibility: All freight, postage, or transit costs incurred when returning goods to our warehouse for a change of mind are the sole financial responsibility of the customer. Melbourne Building Products Pty Ltd will not pay shipping fees or arrange item pickups for a change of mind.

Shipments In Transit: Dispatched orders cannot be intercepted or recalled. To cancel an order already in transit,

you must accept the delivery, arrange and pay for an insured return courier, and deliver the goods to our warehouse in pristine condition.

Non-Refundable Outbound Freight: *Once a delivery service has been executed or attempted by our courier network, the delivery fee is deemed fully consumed and is **completely non-refundable.***

Post-Label Booking Liability: *If an order change is requested after a carrier consignment label has been electronically generated, the customer is fully liable for all non-refundable carrier booking surcharges. These will be deducted from any final store credit.*

In-Transit Risk & Authority to Leave (ATL): *The customer retains full financial liability for the goods until they are safely delivered to and signed for by our warehouse. If an "Authority to Leave" is specified on your order, the risk of loss, theft, or weather damage transfers entirely to you upon carrier drop-off.*

SECTION 2: MANDATORY STATUTORY RETURNS (ACL TRIAGE)

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). You are entitled to a

replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

If a product supplied by Melbourne Building Products Pty Ltd features an inherent manufacturing defect, structural failure, or verified transit damage, remedies are handled strictly via ACL classifications:

2.1 Minor Faults

If a product failure is classified as minor, Melbourne Building Products Pty Ltd reserves the right to determine the appropriate remedy. This includes providing a timely repair, supplying a replacement component, or issuing a store credit. A cash refund for a minor fault is offered solely at management's discretion.

2.2 Major Faults

If a product features a verified major fault, the customer may elect to receive an identical replacement, a store credit, or a **full cash refund**. A product possesses a major fault if it meets any of the following criteria:

It has a problem that would have stopped someone from buying it if they had known about it beforehand.

It has multiple minor problems that, when taken as a whole, would have stopped someone from buying it.

It is significantly different from the showroom display sample or product description.

It is substantially unfit for its common purpose and cannot easily be fixed within a reasonable timeframe.

It does not do what was specifically requested and cannot easily be fixed within a reasonable timeframe.

It is inherently unsafe to operate.

2.3 Verified Fault Logistics & Freight Coverage

Freight Reimbursement: *If an item is confirmed by our technical team or the manufacturer to have an inherent manufacturing defect, or transit damage verified within our reporting window, Melbourne Building Products Pty Ltd will cover or reimburse reasonable standard return freight costs.*

Assessment Surcharges: *If the product is inspected and found not to be faulty, or if the damage is determined to have occurred post-delivery/due to improper installation, all transportation, handling, and manufacturer assessment costs will be borne entirely by the customer.*

SECTION 3: COMMERCIAL PROTECTION & TRADE PROTOCOLS

3.1 Proof of Purchase & Assessments

No refund, repair, or replacement will be processed under any circumstances without a valid Melbourne Building Products Pty Ltd tax invoice or verifiable proof of purchase. We reserve the right to have any claimed fault formally inspected and assessed by the manufacturer's technical representative before a consumer remedy is approved.

3.2 Statutory Licensing & Installation Requirements

*All products supplied by Melbourne Building Products Pty Ltd that involve connection to main water lines, drainage, electrical grids, gas, waste systems, or structural glass **must be installed by a qualified and licensed tradesperson** in strict accordance with relevant Australian Standards and building codes.*

Voluntary or extended manufacturer product warranties are strictly conditional upon professional installation. We reserve the right to request a formal compliance certificate or trade tax invoice to verify appropriate integration before a claim is processed.

3.3 Strict Exclusion of Consequential Labor Costs

Please inspect all materials, structural items, and fixtures thoroughly prior to installation. While your statutory consumer guarantees remain intact, Melbourne Building Products Pty Ltd accepts absolutely no liability or financial responsibility for external plumbing costs, building labor, tiling, or structural modification fees incurred to remove or replace a product if the physical defect, transit damage, or mismatch was clearly visible before installation commenced.

Critical Directive: The physical installation of any product with a visible defect, transit damage, or commercial mismatch constitutes complete and unconditional acceptance of the product's physical condition and waives all claims to sequential installation labor costs.

SECTION 4: COURIER & TRANSIT DAMAGE PROTOCOLS

4.1 The 48-Hour Inspection Window

Melbourne Building Products Pty Ltd dispatches online and delivered orders via third-party courier networks (including the Interparcel network), operating on automated booking systems.

To ensure a valid transit insurance claim can be successfully lodged with external carriers, all deliveries must be completely unpacked and thoroughly inspected for physical transit damage (including cracks, breaks, or dents) within **48** hours of delivery receipt.

Retention of Packaging Mandate: All original delivery boxes, crates, pallets, and protective packaging must be kept intact in the exact condition received. Moving the product from the initial delivery point or disposing of the packaging prior to our formal assessment may void the courier verification process.

SECTION 5: PROJECT QUOTATIONS

5.1 Pre-Contractual Status & Bulk Pricing

No Inventory Allocation: A project quotation does not constitute a binding contract, nor does it guarantee stock reservation. Materials remain available for public sale until a formal order is processed and full payment or the required deposit is cleared.

Entirety Acceptance Only: Quotations are calculated based on bulk material quantities and specific product combinations. We reserve the right to void or recalculate pricing if a customer wishes to cherry-pick individual items from a combined project quote.

*Validity Limits: Quotations are valid for a maximum period of **30 days** from the date of issue, unless an accelerated volatility window is specified on the face of the quote.*

Price Adjustment Clause: Due to continuous fluctuations in international shipping, raw material manufacturing, and wholesale distribution costs, we reserve the right to adjust quoted prices within the 30-day validity window if unexpected, significant cost increases are imposed on us by our supply network.

Errors & Omissions Excepted (E&OE): We reserve the right to correct any clerical errors, pricing glitches, human omissions, or obvious typos on any issued quotation without liability, even if the quote has already been sent to the client.

SECTION 6: AUSTRALIAN CONSUMER LAW (ACL) COMPLIANCE GUARANTEE

*The 20% restocking fee, 20% administrative cancellation charges, store-credit restrictions, and client-funded return transit rules outlined in this document **apply strictly to voluntary customer actions** (such as a change of mind, project layout modifications, or ordering errors).*

*In strict accordance with the **Australian Consumer Law (ACL)**, these fees, penalties, and return transport constraints **will not be enforced** if you are legally terminating an order due to a major supply delay extending significantly past an agreed timeframe, or if the products fail to satisfy mandatory statutory consumer guarantees as detailed in Section 2.*