

Returns Policy

This Refund Policy (“**Policy**”) applies to your purchase of products from us, Nebulas Energy Pty Ltd ABN 34 608 919 071.

1. General

- (a) This Policy covers products that are faulty or incorrect at the time of delivery or you have changed your mind on receiving the product. If the product was working at the time of delivery and has subsequently become faulty, then our Warranty Policy applies.
- (b) We may change this Policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

2. Repair or Replacement of Faulty Products

- (a) If you receive a faulty product, we will, at our discretion, either repair or replace the product.
- (b) If the fault is minor and you would prefer to keep the product, we may offer you a partial refund of the purchase price as compensation.
- (c) We will arrange and pay for any return freight if we require the faulty product returned, and for any delivery costs to get the repaired or replaced product back to you.
- (d) When a faulty product is returned for replacement, that product must first be returned to us before a replacement product is sent out.
- (e) If we cannot repair or replace your faulty product, we may offer you a similar alternative or a refund of your order.
- (f) If the product was working on delivery and you are claiming warranty, our Warranty Policy applies - see our [Warranty Policy](#).

3. Incorrect Products

- (a) In the event you receive an incorrect product, you can return the product as long as it remains unused and unopened with the original packaging intact.
- (b) If the product is incorrect due to an error by you, you will need to pay for all delivery costs. If the error is by us, we will pay for delivery costs.

4. Change of Mind Returns

- (a) Generally, we do not provide a refund if you change your mind and no longer want the product you ordered or purchased from us.
- (b) We may, at our discretion, offer you a refund or exchange for the product, provided that:
 - (i) you notify us of your request for refund or exchange within 14 calendar days of the delivery; and
 - (ii) the product is returned to us in the condition in which that product was delivered to you with original packaging and in a re-saleable condition.

We do not offer a refund or exchange for the product which was customised for you or which we purchased from the supplier specifically for your order. Any delivery costs relating to the return or exchange of the product must be paid by you.

5. Exceptions

Notwithstanding the other provisions of this Policy, we may refuse to provide a replacement or refund for the product purchased by you if:

- (a) the fault of the product was caused or contributed to by you; or
- (b) you knew or were made aware of the fault of the product when you purchased it.

6. How to Return Products

- (a) If you wish to enquire about any refund, repair or replacement, you can contact us via email at operation@nebulasenergy.com.au or by calling at 1300 377 881.
- (b) If you have contacted us and confirmed your return will be accepted, please send the product to:
Nebulas Energy Pty Ltd
* Please double confirm the return address before you book the freight.
** Please include a copy of your invoice/invoice number, and details on why you are returning the product to help with timely processing.
- (c) Unless otherwise specifically provided in this Policy, we do not refund delivery costs, insurance charges or lost returned product.

Warranty Policy

This Refund Policy ("**Policy**") applies to your purchase of products from us, Nebulas Energy Pty Ltd ABN 34 608 919 071.

1. General

- (a) This Policy covers products that were not faulty nor defective at the time of delivery but subsequently have become faulty. If the product is faulty or incorrect at the time of delivery or you have changed your mind after your purchase, then our Returns Policy applies.
- (b) This Policy applies in addition to your rights under the Australian Consumer Law.
- (c) We may change this Policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

2. Warranties

- (a) The products you purchased from us come with guarantees that cannot be excluded under the Australian Consumer Law. If the Australian Consumer Law applies, you are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage, and you are also entitled to have the products repaired or replaced if they fail to be of acceptable quality and the failure does not amount to a major failure.
- (b) We do not provide any warranties to you other than those warranties (statutory guarantee) granted under the Australian Consumer Law. You may rely on the guarantees/warranties given by the manufacturers of the products you purchased from us.

3. Warranty Conditions

- (a) Your proof of purchase such as a copy of purchase receipt or tax invoice must be provided to us when a warranty claim is made.
- (b) Our warranties for the products you purchased are only offered to you and are not transferable.
- (c) The warranty period of our warranties is not renewed or extended as a result of a warranty repair or replacement.
- (d) To the extent that any warranty, guarantee or condition implied by law is excludable, such warranty, guarantee or condition is excluded.
- (e) Our warranty is void if the defect or fault is caused by:
 - (i) failure to install the product according to the instructions;
 - (ii) failure to operate or maintain the product according to the instructions;
 - (iii) inappropriate or improper use of the product for purposes other than that for which it was designed;
 - (iv) neglect, carelessness, mistreatment or poor handling of the product;
 - (v) accidental damage of the product;

- (vi) tampering or alterations to any part of the product or its attachments including safety tags or labels or markings;
- (vii) contamination or damage to the product by foreign material, inappropriate cleaning agents, corrosive liquids or the like;
- (viii) repairs, alterations or modifications performed by a third party without our consent; or
- (ix) changes in the condition or operating abilities of the product resulting from incorrect storage, incorrect installation, incorrect application, incorrect maintenance, environmental factors or other influences.

4. Warranty Exclusions

- (a) Any damage to property, personal injury, direct or indirect loss, consequential losses or other expenses are not covered by our warranties to the extent permitted by law.
- (b) All warranties, unless otherwise stated by the manufacturer, are back to base warranties. This means you must pay delivery costs to return the faulty product to us for assessment and repair. If the product is repaired or replaced by us, the delivery costs to return the repaired product or replacement product back to you must also be covered by you.

5. How to Make a Warranty Claim

- (a) If you wish to make a warranty claim, you can contact us via email at operation@nebulasenergy.com.au or by calling at 1300 377 881.
- (b) We will try to confirm whether or not the product is indeed faulty through simple testing, however you may be required to return the product to us or the manufacturer at your cost for more advanced testing.
- (c) If you have contacted us and confirmed your return will be accepted by us, please send the product to:
Nebulas Energy Pty Ltd
* Please double confirm the return address before you book the freight.
** Please include a copy of your invoice/invoice number, and details on why you are returning the product to help with timely processing.
- (d) Once the product has been confirmed to be faulty, we or the manufacturer will repair or replace it under the terms of the relevant warranty.
- (e) In the event the product is deemed by our or the manufacturer's testing not to be faulty, you have the choice to have the product returned at your cost.