

FGA Customer Returns Policy



Policy Purpose: The objective of this Customer Returns Policy is to outline the scenarios and timeframes by which a customer (the "Buyer") may return goods purchased from Fujitsu General Australia.

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Scope of this document:

- This document covers the return of all Fujitsu General products including spare parts and finished goods.
- This document does not cover the management of faulty items after the point of installation. Such issues are covered by the Fujitsu General Warranty Policy.
- This document does not cover the management of air conditioning units delivered and installed directly by Fujitsu General (also known as "Proforma" orders). Such orders are covered by separate terms & conditions.

Important Information:

Please note the following information as outlined in **Fujitsu General's Terms and Conditions of Sale**:

- Clause 5 - The Buyer should inspect the goods on delivery. To the full extent permitted by law, Fujitsu General will not be liable for incorrect items, missing items/ shortages or damage in delivery unless the Buyer submits a written claim to Fujitsu General within 7 days of delivery in accordance with this policy.
- Clause 8.a - Risk in the goods will pass to the Buyer upon delivery to the Buyer's nominated point of delivery (unless the Buyer nominates their own vessel or vehicle to deliver the goods).
- Clause 9.a - If the Buyer nominates their own vessel or vehicle to deliver the goods to the Buyer then risk will pass when the goods are loaded onto the Buyer's nominated vessel or vehicle and Buyer shall be responsible for arranging the insurance of the goods.
- Clause 9.b - Where the Buyer has nominated their own vessel or vehicle for delivery, Fujitsu General shall not be liable to the Buyer for any loss in the event of any failure in delivery or to arrange insurance.
- Clause 16.a - The Buyer may return goods supplied for a credit against subsequent orders **within (7) days of delivery** provided the following conditions are satisfied:
 - Fujitsu General's written approval has first been obtained and the invoice number and date have been quoted for reference,
 - The goods are returned in their original condition; and
 - The Buyer agrees to pay to Fujitsu General a handling charge as set out in the Seller's Customer Returns Policy, in order to cover the reasonable additional costs incurred by Fujitsu General in accepting returns.
- Clause 16.b - The Buyer may cancel, in whole or in part, any contract for the supply of goods or services before supply has been made provided the following conditions are satisfied:
 - Fujitsu General's written approval has first been obtained; and
 - The Buyer agrees to pay any cancellation charges to cover Fujitsu General's reasonable loss and expenses incurred as a result of the cancellation.

A signed Proof of Delivery (POD) document provided by the Transport Provider is considered evidence of successful delivery to the Buyer's nominated point of delivery and is therefore a confirmation of the transfer of the risk in the goods delivered to the Buyer.

Special care should be taken to check the quantity and quality of all goods, and to ensure any inconsistencies are noted on the POD document itself prior to signing.

Note that this includes any instances where the Buyer has an Approval to Leave (ATL) agreement in place with the Transport Provider. Such agreements are between the Buyer and the Transport Provider and Fujitsu General does not accept any risk associated with ATL deliveries.

Customer Returns Policy:

Per clause 5 of the Terms and Conditions of Sale, the Buyer may submit a claim to Fujitsu General to cancel or return any items at any point within 7 calendar days of the delivery date (as documented on the POD document) for any of the following reasons:

Note: All instructions apply to both Finished Goods and Spare Parts unless specified otherwise. Special instructions for the return of Spare Parts will be highlighted where applicable.

Order Cancellations

- Per clause 16 of the Terms and Conditions of Sale, the Buyer may choose to cancel an order at any point within 7 calendar days of the delivery date (as documented on the POD document) provided the following conditions are satisfied.
 - The Buyer has first obtained Fujitsu General's written approval.
 - The Buyer has provided the Invoice number and date to Fujitsu General.
 - The goods are in their original condition (to be confirmed via photograph prior to acceptance of any return)
- If the goods have already been dispatched at the point of cancellation (note that this includes any goods in transit but not yet delivered) the Buyer will be invoiced a restock fee in order to cover Fujitsu General's reasonable additional costs relating to administration and return logistics.
 - If the goods have not yet been dispatched but an invoice has been issued, the Buyer will be credited for the goods without having to pay the restock fee.
 - Otherwise, the restock fee will be **equal to 10% of the invoice value of the goods** for Finished Goods.
 - **Spare Parts** incur a restock fee of \$20 per item, up to a maximum of \$100 per return consignment.
- Once the cancellation request is approved, Fujitsu General will arrange for the return for goods to their warehouse for inspection and processing.
 - **For Spare Parts** returns the Buyer must make their own arrangements to return the goods to Fujitsu General.
- The Buyer will receive a credit note for the invoice value of the goods (less any applicable restock fee) once the goods are confirmed to be in their original condition and have been returned into stock.
 - If goods are not in original condition, the Buyer will not be credited. Goods may be returned to the Buyer or disposed of by Fujitsu General.
- Fujitsu General will not accept any requests for cancellation of an order beyond 7 days from the delivery date (as documented on the POD document). Beyond this point the Buyer is to retain the goods and pay the invoice per Fujitsu General's standard payment terms.

- Goods must be returned to Fujitsu General within 60 calendar days of approval of a cancellation request to qualify for a credit.

Incorrect items supplied:

Note: This includes items incorrectly supplied by Fujitsu General or the Transport Provider. It does not include any items incorrectly ordered by the Buyer – these will be considered as cancellations and will incur a restock fee as set out above.

- Per clause 5 of the Terms and Conditions of Sale, the Buyer may request to return any incorrectly supplied items within 7 calendar days after the delivery date (as documented on the POD document) and that the Buyer provides the following:
 - The Buyer has provided the Invoice number and date.
 - Photographic evidence documenting the condition of the goods prior to return (in order to support any required claim against the Transport Provider).
- Once Fujitsu General has accepted the return, they will arrange for the collection of the incorrectly supplied goods from the Buyer, to be returned to Fujitsu General's warehouse.
- The Buyer will receive a credit note for the invoice value of the goods once they have been returned into stock.
- Fujitsu General will not accept any requests for returns of incorrectly supplied items beyond 7 days from the delivery date (as documented on the POD document). Beyond this point the Buyer is to retain the goods and pay the invoice per their standard payment terms.
- Goods must be returned to Fujitsu General within 60 calendar days of acceptance of the return to qualify for a credit.

Missing Items:

Note: It is vital that, as far as possible, any missing items are noted at the point of delivery, prior to the signing of the POD document. The Buyer is strongly encouraged to count all goods as far as reasonably practicable prior to signing and where required note any missing units with the delivery driver and ensure it is recorded on the POD prior to signing.

Taking care during this process will not only ensure the Buyer is able to be credited for any missing items without conflicting position from the Transport Provider, but also supports any claim made by Fujitsu General against the Transport Provider.

- Once any items are determined to be missing OR a full consignment is delayed beyond what would be considered reasonable, Fujitsu General's customer service team will lodge an investigation with the Transport Provider to locate the missing goods.
- The Transport Provider will have 2 business days in which to locate the missing goods and advise an expected delivery date.
- If the goods cannot be located within this time, Fujitsu General will arrange a credit for the invoice value of the missing goods and arrange a replacement order if necessary.
- In the event of any conflict in the information provided by the Transport Provider and the Buyer regarding the missing goods, further evidence may be required to support the

investigation, including a copy of the POD document and CCTV footage/ photographic evidence.

- Fujitsu General will not arrange a credit for missing items until any such conflict is fully resolved.

Damaged Items:

Note: It is vital that, as far as possible, any damaged items are noted at the point of delivery, prior to the signing of the POD document. The Buyer is strongly encouraged to inspect all goods as far as reasonably practicable prior to signing and where required note any damage with the delivery driver and ensure it is recorded on the POD prior to signing, or completely reject any unacceptable items

Taking care during this process will not only ensure the Buyer is able to promptly return any affected items, but also helps support any claim made by Fujitsu General against the Transport Provider.

Note: This section applies to items that are damaged by Fujitsu General or the Transport Provider. It does not cover items that may have been damaged by the Buyer or their representative after the point of delivery.

- Damaged **Spare Parts** are not to be physically returned to Fujitsu General. If a Spare Part is confirmed as damaged on arrival, Fujitsu General will issue a replacement part free of charge. The Buyer is to dispose of the damaged item.
- In the case of Finished Goods, the Buyer is encouraged to retain any items in less than perfect condition* that they determine are still suitable for installation (i.e packaging damage only). In such instances the Buyer is to note the damage against the POD prior to signing and then advise Fujitsu General.
 - Once confirmed the Buyer may raise and issue an invoice to Fujitsu General for the appropriate damage allowance** value, which will be paid in compensation for the imperfect condition of the goods supplied.

Note: If the Buyer decides to retain the goods and receives a "Damage Allowance" from Fujitsu General they are not then eligible to request a return of those goods for credit based on the documented damage.

- If the Buyer requests to return items, once Fujitsu General has accepted the return they will arrange for the collection of the damaged goods from the Buyer to be returned to Fujitsu General's warehouse.
- Fujitsu General will issue a credit note to the Buyer for the invoice value of the goods once they have been returned into stock.

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- Fujitsu General will not accept any requests for returns of damaged items beyond 7 days from the delivery date (as documented on the POD document). Beyond this point the Buyer is to retain the goods and pay the invoice per their standard payment terms.
 - Goods must be returned to Fujitsu General within 60 calendar days of acceptance of the return to qualify for a credit.

Note: Nothing in this section is intended to restrict or modify any rights which the Buyer may have in respect of faulty goods under applicable laws, including the Australian Consumer Law.

***Guidance on the condition of delivered goods:**

Please refer to the table on the next page as guidance on the different levels of imperfect goods and suggested actions.

Image	Description	Comment
	<p>Cartons bowed / compressed.</p> <p>Cartons dusty / dirty.</p> <p>Cartons have writing / labels on.</p> <p>Product not believed to be damaged.</p>	<p>Buyer should note the condition of goods on the POD prior to signing.</p> <p>Buyer is encouraged to retain goods and raise an invoice for damage allowance once suitability for installation is confirmed.</p> <p>Any return request is to be raised within 7 days of delivery.</p>
	<p>Visible rips / holes to cartons.</p> <p>Carton seams coming apart / misshapen.</p> <p>No apparent damage to polystyrene or wooden packing.</p> <p>No apparent product damage.</p>	<p>Buyer should note the condition of goods on the POD prior to signing.</p> <p>Buyer is encouraged to retain goods and inspect for product damage as soon as possible.</p> <p>Where goods are not suitable for installation a return request should be issued. Any return request is to be raised within 7 days of delivery.</p>
	<p>Visible significant damage to packaging including polystyrene and / or wooden packaging.</p> <p>Product status unknown.</p>	<p>Buyer should reject the goods and not sign the POD.</p> <p>Any return request is to be raised within 7 days of delivery.</p>
	<p>Clearly visible significant product and packaging damage.</p>	<p>Buyer should reject the goods and not sign the POD.</p> <p>Any return request is to be raised within 7 days of delivery.</p>

****Damage Allowance Values**

If the goods are not delivered in a perfect condition, but the Buyer has confirmed that they are still suitable for installation and decides to retain the goods, the Buyer may invoice Fujitsu General a “Damage Allowance” as compensation for the imperfect quality of goods delivered.

Model KW	Allowance ex.GST
Options / accessories	\$20
2.5 - 3.5	\$60
5.0 - 7.1	\$90
8.5 - 10.3	\$110
11.5 - 16.0	\$150
18.0 - 28.0	\$200

Note: If the Buyer decides to retain the goods and receives a "Damage Allowance" from Fujitsu General they are not then eligible to request a return of those goods for credit based on the documented damage.