

Refund Policy of Rocky River Mining

This Refund Policy ("Policy") applies to the following purchases: Gemstone and fossil mining rough.

1. General

- (a) We offer refunds, repairs and replacements in accordance with the *Australian Consumer Law* and on the terms set out in this Refund Policy ("Policy").
- (b) Any benefits set out in this Policy may apply in addition to consumer's rights under the *Australian Consumer Law*.
- (c) Before making a purchase, please read this Policy so that you can understand your rights and what you can expect from us if you are not satisfied with your order.

2. Australian Consumer Law

- (a) Under the *Australian Consumer Law*:
 - (i) *Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled*
 - (A) *to cancel your service contract with us; and*
 - (B) *to a refund for the unused portion, or to compensation for its reduced value.*
 - (ii) *You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.*
- (b) We offer refunds, repairs, and replacements in accordance with the *Australian Consumer Law*.
- (c) The *Australian Consumer Law* provides a set of Consumer Guarantees which protect consumers when they buy products and services.
- (d) If the *Australian Consumer Law* applies, then we cannot avoid the Consumer Guarantees which it provides. If there is an inconsistency between this Policy and the *Australian Consumer Law*, the *Australian Consumer Law* will prevail.

- (e) Further information about the *Australian Consumer Law* and these Consumer Guarantees is available from the website of the *Australian Competition and Consumer Commission*.
- (f) If a product or service which you purchased from us has a major failure (as defined in the *Australian Consumer Law*) then you may be entitled to a replacement or refund. You may also be entitled to compensation for any reasonably foreseeable loss or damage resulting from that major failure.
- (g) If a product or service which you purchased from us has a failure which does not amount to a major failure (as defined in the *Australian Consumer Law*) then you may still be entitled to have the goods repaired or replaced.

3. Cancellation and Change of Mind

- (a) In the event that you receive the products or services you have purchased, as stated, but that you simply change your mind, we may, at our discretion, offer you a refund or exchange, provided that:
 - (i) You notify us within 7 days of receipt.
 - (ii) In the case of services, the services have not already been performed.
 - (iii) The following conditions are satisfied:
 - a) Product has not been used
 - b) Product has not been damaged

4. Products Damaged During Delivery

- (a) In the event that the product you ordered has been damaged during delivery:
 - (i) Please contact us as soon as possible.
 - (ii) Any damaged product must be returned in the condition in which it was received, together with any packaging and other items which you received with the damaged product.
- (b) We will arrange to repair or collect the damaged product and replace it with an equivalent product, or to refund it, provided that you have contacted us within 7 days from the date of receiving the product.

5. Exceptions

- (a) Notwithstanding the other provisions of this Policy, we may refuse to provide a repair, replacement or refund for a product or service purchased by you if:
 - (i) You misused the said product in a way which caused the problem.
 - (ii) You knew or were made aware of the problem(s) with the product or service before you purchased it.
 - (iii) You asked for a service to be done in a certain manner, or you asked for alterations to a product, against our advice, or you were unclear about

what you wanted.

- (iv) Any other exceptions that apply under the *Australian Consumer Law*.

6. Shipping Costs for Returns

- (a) In the event that a product you have purchased fails to meet one or more Consumer Guarantees under the *Australian Consumer Law*, we shall bear any cost of shipping the said product (the "Returned Product") back to us, as well as any cost of shipping any replacement product to you.
- (b) If the Returned Product can easily be shipped or returned, then you are responsible for organising for the Returned Product to be returned to us. If the Returned Product is eligible for a repair, replacement or refund under the terms of this Policy (including under the *Australian Consumer Law*) then we will reimburse you for the reasonable postage, shipping or transportation costs for the Returned Product.
- (c) If the Returned Product is too large, too heavy, or otherwise too difficult to be removed and returned by you, and is believed to be eligible for a repair, replacement or refund under the terms of this Policy (including under the *Australian Consumer Law*), then we will organise for the postage, shipping, transportation or collection of the Returned Product, at our cost.
- (d) In the event that we organise and pay for the inspection, postage, shipping, transportation or collection of a Returned Product, and it turns out not to be eligible for a repair, replacement or refund under the terms of this Policy (including under the *Australian Consumer Law*), then you will be required to pay the costs of any inspection, postage, shipping, transportation or collection of the Returned Product.

7. Response Time

- (a) We aim to process any requests for repairs, replacements or refunds within 5 days of receipt.

8. How to Return Products

- (a) You can contact us at the end of this Policy to discuss a return using the information.
- (b) Unless otherwise defined in our sole discretion, we shall pay all refunds in the same form as the original purchase or to the same account or credit card used to make the original purchase.
- (c) To be eligible for a refund, repair or replacement, you must provide proof of purchase.

- (d) You may be required to provide a government issued identification to qualify for a refund, repair or replacement.

9. Contact Us

- (a) If you wish to speak to us about this Policy or about any refund, repairs or replacements, please contact us at: info@rockyrivermining.com.au.