

CREDIT POLICY

- 1 From time to time Tilly's Crawler Parts Pty Ltd (ACN 010 800 352) (Tilly's) may provide its customers (Customers) with a credit note or credit on the Customer's account which the Customer can apply against the price of any future goods or services which the Customer acquires from Tilly's (Credit).
- 2 This policy applies to the issue of Credits by Tilly's and the use of those Credits by Customers.
- 3 If goods are not of acceptable quality, faulty, defective or damaged, the Customer may have rights under the Australian Consumer Law and this policy and the issuing of any Credit are subject to any rights which the Customer may have under the Australian Consumer Law and nothing in this policy should be interpreted as attempting to exclude, restrict or modify the application of those rights.
- 4 Credits may be issued by Tilly's at Tilly's discretion and circumstances in which Tilly's may issue a Credit include:
 - (a) if the Customer provides Tilly's with used machinery parts of a type specified by Tilly's;
 - (b) if the Customer returns to Tilly's goods which the Customer acquired from Tilly's which are surplus to the Customer's requirements; or
 - (c) if the Customer returns defective goods to Tilly's.
- 5 The amount of any Credit shall be determined by Tilly's in its sole and absolute discretion.
- 6 A Credit can only be used to acquire goods and services from Tilly's.
- 7 A Credit cannot be redeemed for cash.
- 8 A Credit will expire on the date which is 12 months after the date on which the Credit is issued to the Customer (Expiry Date). A Credit may not be used to purchase goods or services or otherwise redeemed after the Expiry Date and any remaining available Credit after the Expiry Date will be forfeited.
- 9 A Credit may only be used by the Customer to whom it is issued and may not be transferred to any other person.
- 10 A Credit cannot be used to acquire goods or services which have a price which exceeds the amount of the Credit unless the Customer pays the difference between the balance of the Credit and the price by another payment method accepted by Tilly's.
- 11 When making a purchase using a Credit, the Customer may use all or a portion of the Credit. Any portion of the initial value of the Credit which is not used will not be provided to the Customer as cash but will be retained as a Credit and may, until the Expiry Date, be used in whole or part against future purchases.
- 12 The value of Credits on a Customer's account can be increased if Tilly's provides the Customer with additional Credits and, if multiple Credits have been provided to a Customer, the Credits on the Customer's account will be applied in the order in which they were provided.
- 13 If you have any questions regarding any Credit or this policy, please contact Tilly's on (07) 4633 6000 or e-mail mail@tillys.com.au.