



## Refund Policy

Lil Nibbles Pty Ltd (ACN 686 645 572) trading as Lil' Nibbles (“**us**”, “**we**”, “**our**” or “**Lil' Nibbles**”), prides itself on providing products of the highest quality and is committed to customer satisfaction. This refund policy (“**Refund Policy**”) describes generally how we manage product returns. Returns remain subject to our Website Terms and Conditions which are accessible via the Site.

Our products as offered on the Lil' Nibbles website (the “**Products**”) come with guarantees that cannot be excluded under the Australian Consumer Law. 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 Products repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

### **A product or good has a major failure when:**

- it has a problem that would have stopped someone from buying it if they'd known about it;
- it is significantly different from the sample or description;
- it is substantially unfit for its common purpose and can't easily be fixed within a reasonable time;
- it doesn't do what you asked for and can't easily be fixed within a reasonable time; or
- it is unsafe.

Importantly, the rights described in this policy are in addition to the statutory rights to which you may be entitled under the Australian Consumer Law and other applicable Australian consumer protection laws and regulations.

Please note there may be limitations on your right to return and obtain a refund for products, however these limits will always be subject to your statutory rights.

For the avoidance of doubt, this does not include subjective matters of personal taste, texture, or appearance unless such characteristics are indicative of a material defect or non-compliance with applicable consumer guarantees.

### **Definitions**

Unless otherwise defined herein, capitalised words and phrases shall have the meanings prescribed to them in the Website Terms and Conditions which can be accessed via the Site.

## **Initiating Refunds or Replacement**

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- Although we strive to provide our Products in top condition, sometimes there are matters beyond our control. In order to ensure that you are satisfied with the Products, please inspect the contents of your Order as soon as it is delivered.
- In the unlikely event that the Products you receive are damaged, spoiled or defective you can either request a refund or replacement of the Product by notifying us in writing within twelve (12) hours from the time of delivery.
- Please email us at [lilnibblesau@gmail.com](mailto:lilnibblesau@gmail.com) with imagery and a description of the damaged or faulty Product/s. We will endeavour to resolve the matter within forty-eight (48) hours.
- Refunds will only be made to the extent required by Australian Consumer Law. In some circumstances, we may provide a store credit instead of replacement at our discretion.
- Without limiting our obligations under the Australian Consumer Law, we do not offer refunds for where a Customer has a change of mind in respect to any Products purchased on our Site, unless otherwise agreed in writing at our absolute discretion.

## **Exclusion of Liability**

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- Lil' Nibbles shall not be held liable for any loss, damage, or deterioration of goods resulting from:
  - shipments being returned to the freight facility or deemed undeliverable due to incorrect, incomplete, or inaccurate address information provided by the customer at the time of purchase;
  - the Customer's inability to receive the package on the specified delivery day; or
  - improper storage, handling or consumption of the Products.