

## TERMS AND CONDITIONS OF SALE

All Orders given to Multisteps Pty Ltd, ABN 80 065 425 434 are subject to the following Terms and Conditions.

### **1. Customer Acknowledgement**

The placement of an order to purchase product from Multisteps Pty Ltd shall be deemed as acceptance of Multisteps' terms and conditions. Orders are accepted for shipment and delivery subject to the purchaser's account being current and within its credit limit. This contract of sale is between the entity named on the invoice (the "Customer") and Multisteps Pty Ltd.

All goods are supplied on these terms and conditions only and no person in the employment or otherwise as agent for Multisteps has any authority to supply goods on any other terms and conditions or to vary these terms and conditions in any way whatsoever. Previous dealings shall not vary or negate these terms and conditions in any respect.

### **2. Pricing**

Products shall be sold at the quoted price or current price list in effect on the date of receipt of the order. Prices are quoted in Australian dollars or any currency as indicated. The Goods & Services Tax is not included in the quoted rates. All prices are subject to change without notice. Price quotations remain valid for 30 days after which time they will need to be renegotiated.

### **3. Delivery of Goods**

We place great importance on the fast and reliable delivery of Customers orders, however please note that delivery times are estimates only and Multisteps shall not be liable for delays.

If the Customer fails or refuses to take delivery of the goods, then in addition to all other rights and remedies of Multisteps, the Customer shall be liable for all loss and damage (including consequential loss and damage) suffered or incurred by Multisteps as a result thereof and Multisteps, at its discretion may charge a restocking fee of up to 25% of the purchase price.

The goods shall be at the Customers risk at the point of delivery. The Customer, upon taking delivery of the goods, shall immediately examine the goods and give written notice to Multisteps of any defect within seven (7) days of such date, failing which the goods shall be deemed to have been delivered in good order and condition and accepted by the Customer.

### **4. Payment Terms**

- 4.1 The Customer agrees to pay to Multisteps the Price in full upon the delivery of the Goods, unless the Customer has completed and returned a Credit Application Form and Multisteps has agreed to extend credit to the Customer, in which case the Customer agrees to pay the Price in full on or before the expiry of 7 days from the date of delivery of the Goods or as otherwise agreed with Multisteps.
- 4.2 If the Price is not paid in full as and when due in accordance with clause 4.1, then Multisteps shall have the right to charge late payment fee at a rate of 8% on any outstanding amount on the invoice which not pay within the agreed credit terms; and should the account be referred to a collection agency the Applicant shall pay a 15% collection fee (such as but not limited to collection agency fees and legal costs), cheque dishonour fees, interest at the current bank overdraft rate plus legal costs on a solicitor/own client basis.
- 4.3 If Multisteps agrees to extend credit to the Customer, the Customer agrees to the terms stated in the Credit Application Form as terms and conditions of the Contract.

### **5. Title of Goods**

The goods shall remain the sole and absolute property of Multisteps as legal and equitable owner and the Customer shall hold such goods as bailee only until such time as the Customer shall have paid the full price. The Customer shall be liable to Multisteps in respect of any loss or damage to the goods during such bailment.

### **6. Limitation of Liability**

Multisteps, shall under no circumstances be liable for special, incidental, or consequential damages including loss of profit or opportunity, even if it has been advised of the possibility of such damages: the maximum liability for all direct damages, if any, arising out of any action shall be limited to an amount not to exceed the purchase price of the product. Subject to any applicable Commonwealth or State Legislation, Multisteps' liability for any such breach shall be limited, at its sole discretion, to any of the following:

- i. Replacement of the goods or any part thereof;
- ii. Repair of the goods or any part thereof;
- iii. Payment of the cost of replacing the goods or acquiring equivalent goods or any part thereof;
- iv. The payment of the cost of having the goods or any part thereof repaired; or
- v. Refund of the goods upon return.