

# **TERMS AND CONDITIONS**

These General Terms and Conditions of Sale ("Terms") apply to all deliveries of products ("Products") from Multilec Engineering Pty Ltd to any customer ("Customer"). In these terms, sale of any products is expressly conditioned upon Customer's acceptance of the Terms. These Terms apply to the agreement to the exclusion of any other terms, and no other terms shall be binding upon Multilec Engineering Pty Ltd and Customer unless otherwise expressly agreed in writing by Multilec Engineering and Customer. Authorisation by Customer to ship or provide Products, or Customers receipt thereof will constitute acceptance of these Terms.

# **Confirmation of Order**

Multilec Engineering will provide a confirmation of order once the Customer has completed all relevant information, accepted the following Terms and Conditions and made payment through the chosen payment gateway provider.

#### **Dispatch and Delivery**

This online store service provides materials and will deliver to Australia and New Zealand, excluding all territories.

The products are delivered via Australia Post to the specified destination from Multilec Engineering, Welshpool, Western Australia.

The delivery costs are factored in at the time of purchase and included in the final price.

If a customer fails to take delivery of products, Multilec Engineering is entitled to claim payment for storage and handling and reserves the right to terminate the order.

# Time of Delivery and Delay

Lead times are for reference only and are subject to change. Shipment or delivery dates confirmed by Multilec Engineering in ordinary course of ordering process are estimates only.

Multilec Engineering shall not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control including, but not limited to, acts of God, war, strike, pandemic, or transport disruption

#### **Prices and Taxes**

All prices are in AUD.

All prices exclude GST and freight unless otherwise stated.

Multilec Engineering Pty Ltd reserves the right to adjust prices and charges.

#### Packing

Disposable packing is included in the product prices and will not be credited if returned.

Packing materials will not be taken back by Multilec Engineering.

## **Terms of Payment**

For all online purchases, payment can only be made via credit card or debit card at the time of the online purchase.

#### **Product Information**

Any information, including, but not limited to information on selection of Product, its application or use, Customer product design, weight, dimensions, capacity or any other technical data in product descriptions, shall be considered informative. Customer is solely responsible for ordering the correct products.

Any technical assistance provided by Multilec Engineering's representatives is construed to be a proposal and not a recommendation.

#### Refund

Multilec Engineering has policies relating to the return of materials, which must be complied with before any returned items are accepted by Multilec Engineering in exchange for a refund, or such returned items are otherwise repaired or replaced.

Prior to returning any items to Multilec Engineering for any reason, the Customer must contact Multilec Engineering and obtain authorisation for the return within 14 days of receiving the goods.

In compliance with the Australian Consumer Law the following will be endorsed.

For items which have been supplied by Multilec Engineering via the online order system, Multilec Engineering will not, unless agreed otherwise by Multilec Engineering in writing, accept them for return, except where such items are faulty or have been wrongly delivered.

Materials must be undamaged, in their original condition and original unmarked and unsoiled packaging, and returned to the Multilec Engineering within 30 days of receiving authorisation to return the goods with the original order number clearly labelled.

All items are to be returned at the Customer's risk and expense and are subject to inspection by Multilec Engineering as a condition precedent to the issue of any refund or replacement.

The Customer is responsible for returning items to Multilec Engineering and for providing proof of delivery of such return.

Once the product has been received at Multilec Engineering's premises and deemed as not being used, a full refund will be issued to the Customer via EFT bank transfer within 10 business days.

By law no refund will be permitted due to a change of mind, however if the product is not suitable, a solution will be provided.

# **Product Liability**

Multilec shall not be liable for any damage caused by Products to consumer owned or controlled property, to products manufactured by Customer, or to products of which Customers products form a part.

To the fullest extent permitted by law, Multilec Engineering shall not be liable for any indirect, incidental, special or consequential loss or damage, including but not limited to loss of profits, data, or production.

## **Notice of Claims**

Claims or complaints as to defects and or delay in delivery of the Products or other claims shall be submitted in writing by Customer to Multilec Engineering without undue delay.

## **Data Privacy**

Multilec Engineering handles all personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs)

#### **Contact Details**

If you have any queries about these Terms and Conditions, please contact us in writing:

The Business Services Manager,

Multilec Engineering Pty Ltd,

Unit 3, 93 President Street, Welshpool WA 6106

Email: info@multilec.com.au

#### **Updates to Terms**

Multilec Engineering Pty Ltd reserves the right to amend these Terms at any time. Any changes will apply to future purchases and will be posted on the website.

These Terms shall be governed by the laws of Western Australia. Any disputes arising from these Terms shall be subject to the exclusive jurisdiction of the courts of Western Australia

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