



1 Definition

The "Company" means MultiTrode Pty Limited. "Goods and Services" means the range of products and services supplied by the Company. These may vary from time to time without notice. The term "These Conditions" means these "Standards Terms and Conditions of Sale".

2 Risk and Title to Goods and Services

Risk of damage to, or loss or deterioration of any goods or services supplied will pass to the buyer on the delivery of such goods or services, but property in and title to such goods and services will not pass to the buyer until payment in full has been received for all goods and services supplied by the Company to the buyer. Until then:

- a) the buyer will hold the goods supplied as bailee of the Company;
- b) the buyer may sell the goods supplied in the ordinary course of its business as agent for the Company and will account to the Company for any sale proceeds; and
- c) the Company may require the buyer to return the goods supplied on demand and may go onto the premises of the buyer and repossess the goods.

3 Goods and Services Tax and other Taxes, Duties etc

The buyer must pay the Company a total price which includes the goods and services tax paid or payable by the Company in respect of goods and services supplied by the Company to the buyer. The amount payable by the buyer will be stated in an invoice to the buyer. Any other relevant taxes, import duties or the like on the goods supplied will, to the extent not included in the price list, be added to the buyer's account.

4 Trading Terms

Trading terms are net and no settlement discount will be allowed. Payment in full is required by not later than 30 calendar days from the invoice date. The buyer will be required to pay interest as from the due date of any payment for the amount outstanding plus any transaction costs at a rate of the Australian 10 year Bond Rate plus 8%.

5 Price Fluctuations

All prices and charges are subject to alteration without notice. Orders are accepted by the Company subject to the condition that the buyer agrees to pay the Company prices ruling for such goods on the date of invoice.

6 Delivery and Acceptance of Orders

Following written acceptance of an order by the Company all reasonable efforts will be made to fulfill orders placed with the Company. If the Company's ability to fill an order or to obtain the necessary labour and materials or articles or the cost thereof or of obtaining or importing the same be affected (directly or indirectly and whether by circumstances already existing or otherwise) by war, any law or provision having or purporting to have the effect of law, strikes, lockouts, civil commotion, restraints of governments, rise in freight, duties or other charges, acts of God, loss at sea, or by any cause beyond the control of the Company, it shall have the right:

- a) to elect to extend the time for fulfilment of the order or compliance with any delivery or completion date;
- b) with the buyer's approval, to alter the specifications for the goods so as to allow the substitution of equivalent goods; or
- c) to terminate the order without liability for breach of contract or for any antecedent breach.

In any event the Company will be entitled to full payment for all goods which have been delivered and for any services which have been performed. The Company will not be liable for any loss, including consequential loss and loss of profits, arising from any delay in its performance of the contract or the early termination of any order.

7 Insurance

Goods in transit are not insured by the Company unless a specific agreement to do so is made in writing. Charges for agreed insurance will be debited to the buyer's account.

8 Responsibility

Where goods are consigned by rail or ship or taken by the buyer's own transport from the Company's premises the Company's responsibility ceases on delivery to rail, ship or carrier's lorry. Where goods are delivered by the Company's carriers direct to buyer's or to country carrier's depot, the Company's responsibility ceases on completion of such delivery. Any claim for loss or damage in transit should be made direct to the railway, shipping authority or carrier concerned.

9 Crating

Goods are normally supplied in standard packs at no extra charge. If requested, additional crating for remote areas, rough terrain, and sea transport is supplied at agreed prices and charged to the buyer's account.

10 Delivery Charges and Conditions

Prices are generally quoted FIS (Free in Store) within Australia, unless stated otherwise on our invoice.



11 Returns

Goods will not be accepted for credit without prior arrangement with the Company. Credit for goods returned to the Company's premises is subject to acceptance of the goods in resaleable condition within 10 days of invoice date. Non-standard goods and goods in non-standard sizes will not be accepted for credit under any circumstances. Claims for credit must quote the date and the invoice number on which the goods to be credited were purchased. A handling charge of \$50 (excl GST) will be made to cover the cost of sorting, restacking, and testing. The company will not under any circumstances accept the return of probes which have been placed in any sewerage material.

12 Non-Standard Goods and Charges

Cancellation of non-standard goods and goods of non-standard size will only be accepted before delivery, on the basis that the buyer pays for all costs incurred in manufacture up to the date of cancellation.

The Company reserves the right to request a deposit from the buyer before commencing the manufacture of non standard goods and/or goods of non standard size. The deposit may be forfeited if the buyer fails to accept delivery of the non-standard size/goods by the date indicated for delivery by the buyer at the time of placing the order.

13 RMA Exchange Programme

In certain circumstances, the Company may offer a fully refurbished unit to replace the unit you wish to return for repair or service. Conditions apply. For further information, please refer to the RMA Exchange Programme Policy.

14 Custom Made Orders (Special Probes/ Safe Hatch)

All custom made probes and safe hatch specification drawings must be signed off by clients to acknowledge correct specifications before a manufacturing order can be placed. A copy of this signed drawing must accompany all purchase orders. Clients must allow 21 working days for production of special probes and 28 working days for production of safe hatches, unless otherwise advised. Once an order is processed with a signed drawing, orders cannot be cancelled and no refunds or returns permitted.

15 Warranty

The Company warrants that its goods are free from defects caused by faulty manufacture or materials provided the goods are maintained and operated in accordance with the MultiTrode Operating and Maintenance instructions for the following period from invoice date:

- MultiSmart Pump Station Manager and Operating System 5 years
- MultiTrode Probes 10 years
- All other Multitrode Products 2 years

If any of its goods are so defective, the Company's liability will be limited (at its option) to either repair, supply of replacement goods or reimbursement of the purchase price. The warranty on your MultiTrode product shall not apply to defects or damage resulting from but not limited to:

- a) Improper or inadequate maintenance by the customer
- b) Unauthorised modification or misuse
- c) Operation outside of the environmental specifications for the product, including but not limited to prolonged and excessive exposure to sulphur dioxide gas
- d) Lightning, or other power overload
- e) Connection to an incorrect power supply, including but not limited to incorrect voltage to signal inputs
- f) Contact with water or other extraneous material (with the exception of probes and other level sensing devices)
- g) Installation by an unqualified or inadequately trained person
- h) Use in an unapproved application
- i) Damage or malfunction caused by any animals or insects

Dead pixels or screen damage is covered by the warranty only if it affects the functionality of the product.

All warranties other than those specified by the Company are hereby excluded, and all conditions, obligations, and liabilities however arising are hereby excluded. Nothing in the warranty, however, shall be construed as affecting any rights the buyer may have under the Trade Practices Act or any other Commonwealth or State Legislation which gives the buyer rights which cannot be modified or excluded by agreement.

Where a product is returned by the end user and is found not to be defective, MultiTrode reserves the right to charge a fee for testing and freight to return the product. Where a product is repaired or replaced by MultiTrode, the repaired or replacement product will be warranted for the remainder of the original warranty period or 3 calendar months whichever is the longer. Freight for goods returned under warranty is the responsibility of the buyer. After repair or replacement under warranty, the goods will be returned free of charge to the buyer.

16 Limitation of Liability

To the fullest extent permitted by law the Company will not be liable to the buyer for loss of profit or other economic loss; direct, indirect or consequential loss; special, general or other damages; or expenses or costs arising out of any breach of warranty or contract or any common law duty (including negligence) by the Company, its agents or employees.



17 Whole Agreement

These Standard Terms and Conditions of Sale and the agreement to which these conditions are attached constitute the whole agreement between the parties as to the subject-matter hereof and no other agreements, representations or warranties between the parties other than those set out here are binding on the parties. In the event of any conflict between these conditions and the provisions of the agreement, the agreement will prevail. In the absence of any agreement, these conditions will prevail.

If the provisions of these conditions and/or the agreement should be inconsistent with the terms of any order, delivery instruction or any other document relevant to the agreement issued by the buyer the provisions of these conditions and/or the agreement will prevail, unless it has been expressly otherwise agreed between the parties in writing.

If any term or provision of these conditions shall be found to be void, illegal or unenforceable then the remaining terms and provisions hereof shall be and remain binding on the parties hereto.

18 Assignment

No party may assign any sale agreement for goods and/or services in full or in part without the written consent of the other party, which consent will not be unreasonably withheld and no assignment shall be effective until the assignee agrees in writing with the other party to be bound by and to all the obligations of the agreement assigned to it.

19 Variations

No purported variation of these conditions, an agreement, or a Contract will be effective unless it is in writing and agreed between the parties.

20 Governing Law

These Conditions shall be governed and construed in accordance with the laws of the state of Queensland and that the courts of that jurisdiction have exclusive jurisdiction.

21 Confidentiality

The buyer agrees that any information furnished by the Company shall be and remain confidential between the parties and the parties shall not disclose the same, or permit or cause the same to be disclosed, either directly or indirectly, to any third party unless:

- a) Prior approval in writing has been obtained from the Company;
- b) Disclosure is required by law or;
- c) The information is in the public domain prior to the disclosure by the party.

The expression "any third party" does not include the financial or legal advisors of a party or a related body corporate of a party.

22 Intellectual Property

The buyer acknowledges that:

- a) all trademarks, copyright and other Intellectual property rights ("Intellectual Property") embodied in or in connection with the goods and services and any related documentation, parts or software are the sole property of the Company or its suppliers; and
- b) all Intellectual Property of the Company or its suppliers may only be used by the buyer with the consent of the Company or its suppliers, during the continuance of any relevant Sales Contract; and such consent-extends only to use essential for the purposes stated in it. Any licensing of Intellectual Property rights in any software products supplied to the buyer will immediately cease upon expiry or termination of the relevant license agreement that governs their use.

The buyer will indemnify the Company against all liabilities, damages, costs and expenses which the Company may suffer or incur as a result of work done in accordance with the buyer's specification or as a result of the combination or use of the products with other equipment, parts or software not supplied by the Company and which results in the Infringement of any intellectual property of any person.

23 Severability

In the event that any or part of these conditions and any agreement shall be determined invalid, unlawful, or unenforceable to any extent such terms and conditions shall be severed from the remaining terms and conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

24 End User Licence Agreement for Software

This MultiTrode End User Licence Agreement (EULA) is a legal agreement between the end user and/ or buyer (either an individual or entity) and MultiTrode Pty Ltd for the software, or software forming part of, or supplied with the Goods and Services, which includes embedded software, computer software, associated media and printed materials, "online" or electronic documentation, hereinafter referred to as the "Software".

By installing or using the product identified above, or by downloading, copying or otherwise using the Software, you the end user and/or buyer, hereinafter in this EULA referred to as "you", agree to be bound by the terms of this EULA.

24.1 Software Licence

The Software is protected by copyright laws and international copyright treaties, as well as other international property laws and treaties. The Software is licensed not sold.



24.2 Grant of Licence

This EULA grants you the following rights.

- a) The non-exclusive right to use the Software only while you are the owner of the product with which it was supplied.
- b) You may permanently transfer all your rights under this EULA if you transfer the product to which it pertains and provided you transfer all of the Software (including all component parts, the media, printed materials and upgrades), this EULA and the recipient agrees to the terms of this EULA.

24.3 Termination

Without prejudice to any other rights, the Company may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event you must return the product to which it pertains and all of the Software (including all component parts, the media, printed materials and upgrades).

24.4 Limitation on Reverse Engineering, Decompilation and Disassembly

You may not reverse engineer, decompile or disassemble the product or the Software except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

24.5 Copyright

All title and copyrights in and to the Software (including but not limited to any images, photograph, animation, video, audio, music and text incorporated into the Software, the accompanying printed materials are owned by MultiTrode or its suppliers. The Software is protected by copyright and international treaty provisions. Therefore you must treat the Software like any other copyright material. Where expressly permitted by MultiTrode a single copy of upgrade software may be used to upgrade multiple products.

25 PumpView

These Standard Terms and Conditions of Sale should be read in conjunction with the PumpView Terms and Conditions of Use.

26 Communications Disclaimer

Communications supplied as part of a system by MultiTrode, or by others to the end-user are the responsibility of the communications provider and are not within the control or responsibility of MultiTrode.

27 Product, Software & Service Specifications

Product, software and service specifications are subject to change without notice.

28 Software

Software is designed to perform substantially in accordance with the accompanying written material. However, software is subject to upgrades and updates from time to time.

MULTITRODE® and MULTISMART® are registered trademarks of MultiTrode Pty Ltd in Australia, USA, and Europe. PUMPVIEW® is a registered trademark of MultiTrode Pty Ltd in the USA and Australia. Designs registered for the MultiSmart Pump Controller Remote and Base Modules in Australia, USA, Europe and China. Patents pending in Australia, USA, and Europe.