

Steam Australia – Terms and Conditions of Sale

1. DEFINITIONS

In these terms and conditions, unless the context otherwise requires:-

- 1.1. "GST" means Goods and Services Tax.
- 1.2. "Steam Australia" means Steam Australia Unit Trust trading as Steam Australia ABN 25 735 436 359.
- 1.3. "the Customer" means any person, company or business entity to which Steam Australia sells or supplies, or proposes to sell or supply, Goods or Services.
- 1.4. "the Goods" means the goods supplied or sold by Steam Australia to the Customer from time to time.
- 1.5. "the Services" means services provided by Steam Australia.
- 1.6. "PPSA" means the Personal Property Securities Act 2009 (Cth) as amended from time to time.

2. PRICES

All prices indicated by Steam Australia, unless otherwise stated, are; listed in Australian dollars; exclude GST, freight and handling; and are subject to change without notice.

3. MINIMUM ORDER VALUE

All orders for Goods or Services will be subject to a minimum order value of \$50.

4. PAYMENT TERMS

- 4.1. The Customer will pay to Steam Australia by bank transfer or credit card, the full invoice amount prior to dispatch from Steam Australia's warehouse unless otherwise agreed under 4.2.
- 4.2. Steam Australia reserves the right to grant terms to approved Customers upon such terms and conditions in Steam Australia's absolute discretion.

5. PAYMENT METHOD

We accept payment by direct bank transfer, Visa and MasterCard only (including Visa Debit and MasterCard Debit). All credit or debit card transactions will incur a surcharge as determined by Steam acting reasonably and having regard to its costs of accepting payment by credit or debit card. This surcharge is subject to change as a result of any changes in Steam Australia's cost of acceptance from time to time.

6. DELIVERY

- 6.1. The Goods shall be supplied subject to availability and will be delivered to the Customer's address as advised at the time of the order or as otherwise notified to Steam Australia in writing prior to dispatch.
- 6.2. Unless otherwise agreed in writing, all freight and delivery fees are at the Customer's expense.
- 6.3. Unless otherwise specified by the Customer, Steam Australia will use its regular courier, freight company or Australia Post at its sole discretion and will invoice the Customer for all delivery charges.
- 6.4. From the time of dispatch from Steam Australia's premises the risk of any loss, damage or deterioration of the Goods for whatever cause shall be borne by the Customer.

7. RETURNS

- 7.1. Subject to any applicable consumer laws, returns for credit or exchange will only be accepted within 14 days from date of invoice. Credit or exchange for goods returned after this period is at Steam Australia's absolute discretion.
- 7.2. Subject to any applicable consumer laws, returned goods will only be accepted for credit or exchange if the goods are unused, undamaged and in a resalable condition complete with original packaging and with all product documentation included.
- 7.3. Goods must be returned at the Customers expense and prior to return a "Return Authorisation Number" (RAN) must be obtained from Steam

Australia and this number should be clearly marked on the returned package.

- 7.4. All goods specifically manufactured or ordered for the Customer will not be returnable except due to defect unless otherwise agreed to in writing.

8. RESTOCKING FEE

Where goods are returned for exchange or refund, a minimum restocking fee of \$50 will apply.

9. PRIVACY

Steam Australia is committed to providing quality services to you and our Privacy Policy outlines our ongoing obligations to you in respect of how we manage your Personal Information. We have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (the Privacy Act). The APPs govern the way in which we collect, use, disclose, store, secure and dispose of your Personal Information. A copy of the Australian Privacy Principles may be obtained from the website of The Office of the Federal Privacy Commissioner at www.privacy.gov.au.

10. WARRANTY

- 10.1. Notwithstanding anything herein Steam Australia warrants that the Goods and Services provided by Steam Australia are free from defective design, materials, and workmanship and are fit for the purpose they are intended for a period from the date of Steam Australia's original invoice;
 - 10.1.1. 12 months in the case of Goods; and
 - 10.1.2. 3 months in the case of Services ie: spare parts and labour.
- 10.2. Acceptance of a warranty claim and decision to repair or replace the damaged or defective Goods or Services is at the sole discretion of Steam Australia.
- 10.3. When making a claim, the Customer must provide to Steam Australia;
 - 10.3.1. Steam Australia's original invoice;
 - 10.3.2. a description of the problem or defect;
 - 10.3.3. the damaged or defective Goods, returned at the Customer's cost.
 - 10.3.4. where a claim is accepted, Steam Australia will repair or replace the defective Goods and return the goods to the Customer by economy freight at Steam Australia's expense.
- 10.4. In the case of Services, Steam Australia will provide the equivalent Service again or pay for an equivalent Service to the same cost provided to the customer by a third party nominated by Steam Australia.
- 10.5. Warranties given exclude claims for or damage resulting from: fair wear and tear, misuse including incorrect or unapproved accessories or consumables, wilful damage, use beyond specification or design, unauthorised alterations, additions or tampering of the Goods, events beyond the control of Steam Australia.
- 10.6. To the extent any warranties provided for in the Competition and Consumer Act 2001 may be negated that are hereby expressly negated.

11. LIABILITY OF STEAM AUSTRALIA

- 11.1. Steam Australia will not be liable for any indirect, incidental or consequential damages or loss including but not limited to loss of income, loss of use, loss of property, loss of business profits howsoever arising and whether caused by tort (including negligence) breach of contract or otherwise.
- 11.2. To the extent permitted by law, Steam Australia will not be liable for any damage or injury caused by the misuse of products purchased from Steam Australia.
- 11.3. To the extent Steam Australia may be liable for a breach of a condition of the Competition and Consumer Act 2001 (other than a condition or warranty implied by section 59 of the Act) Steam Australia's sole liability for breach of any such condition, warranty or other obligation, shall be limited to:-

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- 11.3.1. the replacement of the Goods or Services; or
 - 11.3.2. the supply of equivalent goods or services; or
 - 11.3.3. payment of the cost of replacing the Goods or Services or acquiring equivalent goods; or
 - 11.3.4. the repair of the Goods or payment of the cost of having the Goods repaired, at Steam Australia's absolute discretion.
- 11.4. Steam Australia will not be liable for any delay in performing any of its obligations under these terms and conditions if such delay arises as a consequence of fire, embargo, strike, inability to secure materials or labour, or any other circumstances beyond the control of Steam Australia.

12. RETENTION OF TITLE TO GOODS AND PPSA

- 12.1. Title to Goods sold by Steam Australia to the Customer will not pass to the Customer until full payment in cleared funds is received by Steam Australia for those Goods.
- 12.2. Until such time as title to Goods passes to the Customer, the Customer:
- 12.2.1. is responsible for any loss, damage or conversion of the Goods;
 - 12.2.2. subject to Clause 13.1, may only use the Goods in the ordinary course of the Customer's business, provided that where the Customer sells Goods, it will do so as principal and will have no power to commit Steam Australia to any contract or otherwise or to any liability.
- 12.3. The Customer agrees that Clause 12.1 creates a security interest (including, where applicable, a purchase money security interest, as defined in the PPSA) in Goods (and their proceeds, as defined in section 31 of the PPSA) supplied by Steam Australia to the Customer from time to time.
- 12.4. The Customer agrees to do all things necessary and execute all documents required by Steam Australia to register each security interest in the Goods, and ensure that Steam Australia acquires a perfected security interest in the Goods, under the PPSA.
- 12.5. Until title to Goods passes to the Customer under Clause 12.1, the Customer waives its rights under sections 95, 118, 121(4), 129, 130, 132(3)(d), 132(4), 135, 142, 143, 157(1) and 157(3) of the PPSA, to the extent that is permitted by law. Steam Australia may also contract out of any additional provision of the PPSA as determined by Steam Australia from time to time, provided that is also permitted under the PPSA.
- 12.6. Where Steam Australia has rights in addition to those under Part 4 of the PPSA, those rights continue to apply.
- 12.7. The Customer agrees that repossession and retention of Goods pursuant to the PPSA will only satisfy so much of the amounts owing by the Customer to Steam Australia as is equivalent to Steam Australia's estimation of the net realisable value of the Goods, or their cost price (whichever is the lower) as at the date of repossession, and the repossession and retention will immediately extinguish any rights or interest the Customer has in the Goods.
- 12.8. Until title to Goods passes to the Customer under Clause 12.1, the Customer must not give to Steam Australia a written demand, or allow any other person to give to Steam Australia a written demand, requiring Steam Australia to register a financing change statement under the PPSA in respect of or affecting any Goods, or enter into or allow any other person to enter into the personal property securities register a financing change statement under the PPSA in respect of or covering the Goods.

13. DEFAULT

- 13.1. If the Customer;

- 13.1.1. breaches any clause of these terms and conditions;
 - 13.1.2. fails to comply with any lawful demand for payment issued by Steam Australia;
 - 13.1.3. allows any amount payable by the Customer to Steam Australia to become overdue for payment;
 - 13.1.4. appoints or has appointed a receiver, manager, administrator or controller or any proceedings are instituted for the Customer's winding up;
 - 13.1.5. enters into a deed of company arrangement;
 - 13.1.6. becomes an externally-administered body corporate or becomes insolvent;
 - 13.1.7. commits an act of bankruptcy or becomes an insolvent under administration;
 - 13.1.8. changes the ownership of the Customer's business, or its directors; then, without prejudice to Steam Australia's other remedies under these terms and conditions or at law;
 - 13.1.9. all amounts owing to Steam Australia by the Customer will, whether or not due for payment, become immediately payable by the Customer;
 - 13.1.10. Steam Australia may charge interest at a rate of ten percent (10%) per annum on all outstanding amounts;
 - 13.1.11. In addition to interest Customer agrees to pay and indemnifies Steam Australia against any and all costs incurred by Steam Australia arising from the breach of this agreement including but not limited to debt recovery costs and legal costs on a client and own basis;
 - 13.1.12. Steam Australia will be entitled to cancel all or any part of any of the Customer's orders for Goods and/or Services which remain unfulfilled;
 - 13.1.13. the Customer's right to possess, use up, sell or otherwise deal with Goods in respect of which title has not passed to the Customer under clause 6.1 will cease;
 - 13.1.14. Steam Australia will be entitled to enter any premises where the Goods in respect of which title has not passed to the Customer under clause 6.1 are kept, and remove, repossess and re-sell all or any such Goods. Steam Australia is not liable to the Customer if it takes any such action.
- 13.2. The Customer indemnifies Steam Australia in respect of any claims or actions, costs, expenses and other liabilities incurred by Steam Australia in relation to the removal, repossession, transportation, storage and sale of Goods pursuant to these terms and conditions, including without limitation, any claims brought by third parties; and
- 13.3. Without prejudice to any other remedies Steam Australia may have, if at any time the Customer is in default of any obligation, Steam Australia may suspend or terminate the supply of Goods and Services to the Customer and any of Steam Australia's other obligations under these terms and conditions. Steam Australia will not be liable to the Customer for any loss or damage the Customer suffers because Steam Australia exercises its rights under this clause.