



# SAGAMORE TECHNOLOGIES

A Sagamore Group Pty Ltd Company  
PO Box 232, Chirnside Park, Vic 3116  
Tel: 03 9727 3339 Fax: 03 9727 3889

ABN 54 114 682 033



## TERMS AND CONDITIONS OF SALE

1. For the purposes of these Terms and Conditions, Sagamore shall mean and include the party named above, and/or the Supplier of the goods and services sold; and Customer shall mean the party to whom goods and services are sold and/or in whose name an Account is maintained by Sagamore.
2. **GENERAL:** These Terms and Conditions shall apply to the exclusion of all others (whether on the Customer's order form or otherwise). NO goods or services will be supplied by Sagamore on any terms and conditions other than those set out herein and by taking delivery of the goods the Customer shall be deemed to agree to these Terms and Conditions.
3. **PAYMENT:** The customer agrees to comply with Sagamore's trading terms, and payment for goods and services shall be made by the Customer to Sagamore thirty (30) days from the date of invoice. It is agreed that if the Customer does not make payment within the specified period herein, the Customer will pay to Sagamore by way of liquidated damages, a default charge calculated by the application of a daily percentage rate of 0.06% on the unpaid balance of the amount, due from the due date for payment until the date the total sum due to Sagamore is fully paid.
4. **CLAIMS:** (1) The Customer will be deemed to have accepted the good or services as being in accordance with its order unless it notifies Sagamore in writing of its claim within 7 days of receipt of the goods. (2) Sagamore will accept no return of allegedly defective or faulty goods unless Sagamore has given prior written authorization for the return. (3) If the Buyer does not notify Sagamore within 7 days of delivery the Buyer shall be deemed to have accepted the Goods as merchantable quality and free of defects.
5. **FORCE MAJEURE:** Deliveries may be totally or partially suspended by Sagamore during any period in which Sagamore may be prevented or hindered from delivering by sagamore 's normal means of supply or delivery by normal route through any circumstances outside reasonable control, including but not limited to strikes, lockouts, raw material shortages, accidents or breakdown of plant or machinery. Sagamore shall not be under any liability in respect of such suspension, and in particular Sagamore shall be under no obligation to deliver at any future date any goods not delivered during the period of suspension.
6. **WARRANTY:** All warranties whether expressed or implied and whether statutory or otherwise with regard to the goods supplied by Sagamore as to quality, fitness for purpose or any other matter are hereby excluded except insofar as any such warranties are incapable of exclusion at law. The liability of Sagamore for damages arising out of the contract shall be limited to the costs of rectification of any faulty workmanship or material, or the replacement of any faulty goods, and Sagamore accepts no responsibility or liability whatsoever including liability for negligence, goods that do not correspond with the description on Sagamore's invoice and/or the packaging of the goods sold or any liability for consequential loss however arising.
7. **DELIVERY:** Quoted delivery & consignment dates are estimates only. Sagamore will make all reasonable efforts to have the Goods delivered to the Buyer on the date agreed between the parties as the quoted date, but Sagamore shall be under no liability whatsoever should delivery not be made on this date.
8. **FREIGHT COSTS:** Sagamore shall not be liable for freight costs on goods returned to it by the Customer.
9. **DEFAULT:** In the event of the Customer's default under these Terms and Conditions the Customer shall pay to Sagamore on demand all costs, including without limitation, all legal costs, all mercantile agents fees incurred by Sagamore in recovering or attempting to recover all amounts outstanding and payable under these Terms and Conditions and any dishonor or bank fees incurred by Sagamore relating to payments made by the Customer from time to time.



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10. **CHANGE OF OWNERSHIP:** The Customer agrees to notify Sagamore in writing of any change of ownership of the Customer within 7 days from the date of such change and indemnifies Sagamore against any loss or damage incurred by it as a result of the Customer's failure to notify of any change.
11. **CANCELLATION:** Orders placed with Sagamore cannot be cancelled without the written approval of Sagamore. In the event that Sagamore accepts the cancellation of any order placed with it, it shall be entitled to charge a reasonable fee for work done on behalf of Sagamore to the date of the cancellation including a fee for the processing and acceptance of the Customer's order and request for cancellation.
12. **LIEN:** The Customer hereby acknowledges that Sagamore has a lien over all goods in its possession belonging to the Customer to secure payment of any or all amounts outstanding from time to time.
13. **RISK AND INSURANCE:** Goods supplied by the Sagamore to the Customer shall be at the Customer's risk immediately on delivery to the Customer or into the Customer's custody (whichever is the sooner). The Customer should insure the goods thereafter at its cost against such risks as it thinks appropriate and shall note the interest of Sagamore on the policy and shall produce a certificate to this effect to the Sagamore on request.
14. **TITLE TO GOODS:** (1) Notwithstanding anything to the contrary express or implied, property in the goods shall remain with Sagamore and shall not pass to the Customer until Sagamore has received payment in full for the goods and the Customer has discharged in full all its accounts with Sagamore relating to all contracts made with Sagamore. (2) If payment is made by the Customer by way of cheque, ownership shall not pass to the Customer until the cheque has been honored. (3) Until the goods are fully paid for the Customer shall hold the goods as a Trustee of Sagamore and shall keep the goods as a fiducially for Sagamore and shall store and identify goods in a manner that clearly shows Sagamore's ownership thereof.
15. **POWER TO SELL GOODS:** Nothing herein contained shall prevent the Customer from selling the goods to any third party provided that the proceeds of any such sale shall be held in trust by the Customer for Sagamore until Sagamore has received payment in full for the goods.
16. **JURISDICTION:** The proper law of all contracts arising between Sagamore and the Customer is the law of the State or Territory in which Sagamore's principal office is located and the parties agree that all claims and disputes relating to the goods sold shall be determined in a Court of competent jurisdiction nearest such principle office and the parties irrevocably agree to submit to the non-exclusive jurisdiction of such Court.
17. **GOODS AND SERVICES TAX:** Should any Goods & Services Tax as levied under the new Tax System (Goods & Services Tax) Act 1999 (as amended) and any other tax, fee, levy or duty imposed by any competent authority be payable on any of the Goods supplied by the Company, such tax, fee levy or duty will be to the Purchaser's account and shall be calculated using the rates and methods of assessment in force at the time of Delivery. The Purchaser is liable for any other applicable tax, including, without limitation, withholding tax.

**ALTERATION TO CONDITIONS:** Sagamore Technologies may, at any time and from time to time, alter these Terms and Conditions of Quotation and Sale.