

Terms and Conditions of Sale

1. DEFINITIONS AND INTERPRETATION

- 1.1 "Agreement" means the agreement between the customer and Sapphire Computing Solutions of which these terms and condition form part.
- 1.2 "goods" includes all hardware and software goods.
- 1.3 "Sapphire Computing Solutions" means Sapphire Computing Solutions Pty Ltd ACN 114 995 872.
- 1.4 "services" includes, but is not limited to, installation fees and service fees.
- 1.5 Only the hardware and software as normally operated and used and as supplied and set up by Sapphire Computing Solutions (unless otherwise mentioned in the purchase order for the same accepted by Sapphire Computing Solutions) constitute the system referred to in clause 6 of these terms and conditions.
- 1.6 Headings in these terms and conditions are for the ease of reference only and do not affect their meaning.
- 1.7 A reference to the singular includes the plural and a reference to any gender includes any other gender.

2. PAYMENT/TRADING TERMS

- 2.1 A 50% deposit for the total of any hardware purchases is required by Sapphire Computing Solutions for the acceptance by it of any purchase order for such hardware.
- 2.2 Unless otherwise stated, payment for goods supplied shall be made in full upon delivery of those goods to the customer's address.
- 2.3 Payment for services rendered shall be made in full within seven (7) days of the date of the invoice for the same.
- 2.4 Payment for monthly services will be made in advance at the beginning of each calendar month. If the agreement between the customer and Sapphire Computing Solutions does not commence at the beginning of a month, a pro rata charge will be made for the portion remaining of the first month, but only in respect of that first month.
- 2.5 Sapphire Computing Solutions reserves the right to place orders on hold until previous outstanding accounts have been settled.
- 2.6 If the customer fails to pay for the goods or services within the above-mentioned time, Sapphire Computing Solutions reserves the right to charge interest on any outstanding balances at the rate of seventeen (17) percent per annum commencing Seven (7) days from invoice date.

3. PRICE VARIATION

- 3.1 The customer shall pay all additional charges for additional hardware or services not covered by the Agreement.
- 3.2 All prices quoted are valid for 7 days from the date of the Agreement after which time they may be reviewed by Sapphire Computing Solutions.
- 3.3 Sapphire Computing Solutions reserves the right to re-negotiate the charges with the customer following any changes or additions to the system under management or the services provided under the Agreement.
- 3.4 Charges will be reviewed quarterly and may be amended to better suit the services provided for under the Agreement.

4. CONFIDENTIALITY

- 4.1 The customer and Sapphire Computing Solutions shall treat any information received, implied or otherwise accessed from the other party, which is not accessible by the public, as confidential.
- 4.2 These terms and conditions and the Agreement shall remain confidential and will only be disclosed to those with a need to know, or as may be required by the law.

5. RETENTION OF TITLE

- 5.1 Title to and property in the goods provided by Sapphire Computing Solutions to the customer shall remain with Sapphire Computing Solutions until such time as the goods, and all related services, have been fully paid for by the customer to Sapphire Computing Solutions.
- 5.2 Notwithstanding any other clause contained herein the risk in all goods shall pass to the customer immediately upon delivery and all goods must be paid for notwithstanding the destruction thereof or any damage thereto however caused.
- 5.3 In the event of the customer not being paying for the goods within the above-mentioned terms, Sapphire Computing Solutions is hereby irrevocably authorized to enter the premises of the customer and re-possess those goods and any other goods in the customer's possession the property in which is vested in Sapphire Computing Solutions. The customer shall still remain liable for all services performed on the computer system up to and including the day of repossession of the goods. In addition, the customer shall also be liable for a rental fee for the goods equivalent to 1/6th of the original invoice amount for the same for each month or part thereof during which the customer shall have had possession of the goods.

6. WARRANTY

- 6.1 Subject to clauses 6.4 to 6.6 inclusive every computer system assembled by Sapphire Computing Solutions and sold to the customer is warranted by the manufacturer against defect as set out in any Warranty form provided upon delivery. All peripherals are warranted against defect according to the terms as set out by the manufacturer. Peripherals are defined as all items external to the main computer casing.
- 6.2 All components supplied separately are warranted against defect according to the terms as set out by the relevant manufacturer.
- 6.3 This agreement does not cover installation of hardware upgrades installed after the time of purchase.
- 6.4 Unless expressly given in writing, no warranty whatsoever applies to second-hand equipment.
- 6.5 Should the use by the customer of the system or any items forming part of the system exceed the design parameters of the system any warranties set out herein or otherwise implied by law shall not be applicable.
- 6.6 Sapphire Computing Solutions will not be responsible for the compatibility (or incompatibility) of any item of equipment or software not supplied or recommended in writing by Sapphire Computing Systems.

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7. LIABILITY

- 7.1 Sapphire Computing Solutions shall not be liable to the customer or to any other person whomsoever for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the goods (or any of them), part of the goods or otherwise, other than as expressly set out in these terms and conditions or imposed by statute in terms of which it is not possible to limit or exclude liability.
- 7.2 The liability of Sapphire Computing Solutions for any loss for which it is liable under the above clause 7.1 shall be limited to the price or licence fee or other sum paid by the customer to Sapphire Computing Solutions for the goods, licence or service from which such loss or damage directly arose.
- 7.3 Sapphire Computing Solutions shall not be liable for any indirect, consequential or incidental damages including loss of revenue suffered by any party arising out of or in any way connected with the goods, system or services the subject of the agreement between the customer and Sapphire Computing Solutions.

8. PRODUCT RETURNS

- 8.1 Sales are final and no returns of goods are accepted unless the following applies:
- 8.2 All returns of goods MUST:
 - (a) Be authorized in writing by the Financial Controller of Sapphire Computing Solutions and
 - (b) Be within 7 days of original invoice date and
 - (c) Be a regularly stocked item and
 - (d) Not be used and must be sealed in its original packaging and in 100% saleable condition.
- 8.3 Any refund is given in the form of a credit.
- 8.4 Due to licensing requirements, no software returns are accepted.

9. EVENT OF DEFAULT

- 9.1 This agreement may be terminated by written notice from one party to the other if:
 - (a) The other party becomes insolvent or
 - (b) If the other party breaches its obligations under the Agreement and fails to remedy that breach within a period of Thirty (30) days (or such other period as may be reasonable) after being given written notice from the first-mentioned party to do so, such period of Thirty (30) days or other period to be specified in that notice.

10. WAIVER

- 10.1 Failure or neglect by Sapphire Computing Solutions to enforce at any time the provisions hereof shall not be construed nor shall be deemed to be a waiver of Sapphire Computing Solution's rights hereunder nor shall it in any way affect the validity of the whole or any part of this Agreement nor prejudice Sapphire Computing Solutions' right to take subsequent action.

11. SEVERABILITY

- 11.1 If any or any part of these terms, conditions or provisions shall be determined invalid, unlawful or unenforceable to any extent such terms, conditions or provisions or part thereof shall be severed from the remaining terms and conditions which shall continue to be valid and enforceable to the fullest extent permitted by the law.

12. WHOLE AGREEMENT

- 12.1 The Agreement supersedes any arrangements understandings provisions or agreements made or existing between the customer and Sapphire Computing Solutions prior to or simultaneously herewith and constitutes the sole and entire agreement between the parties and except as provided herein no variation, amendment, modification, or addition to any of its terms shall be of any force or effect unless the same shall be in writing and signed by and on behalf of the customer and Sapphire Computing Solutions.

13. PROVISION OF CREDIT

- 13.1 The provision of credit or the continued provision of credit by Sapphire Computing Solutions to the customer from time to time shall be in the absolute discretion of Sapphire Computing Solutions.
- 13.2 Sapphire Computing Solutions may in its absolute discretion:
 - (a) Extend credit to the customer; and
 - (b) Continue to extend credit to the customer; and
 - (c) Extend or continue to extend credit to the customer subject to the provision of security in a form acceptable to Sapphire Computing Solutions; and
 - (d) At any time and from time to time vary or cancel the credit facility available to the customer.

14. TERMINATION

- 14.1 If the agreement between Sapphire Computing Solutions and the customer shall relate to the provision by Sapphire Computing Solutions to the customer on an on-going basis of services then:
 - (a) The term of such agreement shall be Twelve (12) months and
 - (b) Such agreement may be terminated by prior written notice of at least Thirty (30) days from either party to the other.
- 14.2 In the event that the last-mentioned notice is given by either party the customer shall continue to pay service charges during the period of such notice and Sapphire Computing Solutions shall continue to provide support services during the period of the said notice.

15. GOVERNING LAW

- 15.1 This document shall be governed by the laws of New South Wales.

16. CIRCUMSTANCES BEYOND CONTROL

- 16.1 The parties shall not be responsible or liable for delays resulting from causes beyond their control, such as government actions, acts of God, acts of third parties including telecommunications carriers, suppliers, software vendors or labour disputes or transportation difficulties. Each party will use its best endeavours to resolve its problems caused by any of these matters.

17. NON-ASSIGNMENT

- 17.1 The customer will not assign any of its rights or obligations under the agreement without the written consent of Sapphire Computing Solutions.

18. ADDITIONAL CHARGES

- 18.1 Sapphire Computing Solutions will pass the following additional charges to the customer:
 - (a) All parking and travel expenses (including tolls) in the event of an attendance at a customer's premises.
 - (b) All freight and shipping costs for delivery of equipment or other items to the customer.