



1 Terms and Conditions

1.1 Definitions

- 1.1.1 "Client" means the purchaser of products and services from Spartan International.
- 1.1.2 "Person" means a person whose age is greater than eighteen, corporation, partnership and unincorporated body, words importing the singular include the plural and vice versa, and words importing any gender include all other genders;
- 1.1.3 "Products" means hardware, software, and any other form of technology purchased or developed on behalf of the client.
- 1.1.4 "Services" means labour and technology for the purchase, installation, modification, repair, maintenance, management and decommissioning of information technology,
- 1.1.5 "This Agreement" means the Terms and Conditions set out in this agreement.

1.2 Payment Terms

- 1.2.1 All works and goods shall be paid on completion of work or delivery of goods and classed as a Cash Sale..
- 1.2.2 All goods and services sold by Spartan International to its clients over and above the value of \$1,000 ex GST will be registered with the PPSR.
- 1.2.3 All orders placed above the value of \$2000 ex GST shall incur a deposit payment of 70% before the order shall be processed and delivered by Spartan International.
- 1.2.4 When Credit Terms are provided. The Client agrees to pay all invoices within net fourteen days from the date of invoice, unless otherwise agreed by Spartan International Pty Ltd
- 1.2.5 Invoices not paid within 15 days from end of month of invoice month, will incur a 2% per month compounded interest fee added at the end of each month from date of invoice.

1.3 Term of the Agreement

- 1.3.1 The term of this agreement (the "Term") will begin on the date of this agreement and will remain in full force and effect until full payment has been made by the client for products and services, subject to earlier termination as provided in this agreement.
- 1.3.2 The term of this Agreement may be extended by mutual written agreement of the Parties.

1.4 Ownership of Materials and Intellectual Property

- 1.4.1 All intellectual property and related materials including any related work in progress that is developed or produced under this agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

1.5 Terms and Conditions of Sale

- 1.5.1 All sales of products and services offered and supplied by Spartan International Pty Ltd (Spartan International) to its Client shall be pursuant to the standard terms and conditions of Spartan International.

1.6 Acceptance:

- 1.6.1 Client's acceptance of these Terms and Conditions shall be indicated by any of the following:
 - 1.6.1.1 Client's completion of the Spartan International Pty Ltd Client Information form;
 - 1.6.1.2 Client's submission of an order to Spartan International Pty Ltd;

1.6.1.3 Client's request for service from Spartan International Pty Ltd; or

1.6.1.4 any other act or expression of acceptance by Client.

1.7 Country & Jurisdiction

1.7.1 These terms and conditions and all other contracts entered into between Spartan International and the Client referred to in these terms and conditions are subject to the laws in force in the State of Western Australia, Australia, and the parties submit to the jurisdiction of the courts of Western Australia, Australia.

1.8 Limitation of Liability

1.8.1 Spartan International Pty Ltd shall not be liable to client, client's clients, or any other party for any loss, damage, or injury that results from the use or application by client, client's client, or any other party, of products or services delivered to the Client, unless the loss or damage results directly from the intentionally tortious or fraudulent acts or omissions of Spartan International Pty Ltd.

1.8.2 In no event shall Spartan International Pty Ltd be liable to client or any other party for loss, damage, or injury of any kind or nature arising out of or in connection with these terms and conditions, or any agreement into which they are incorporated, or any performance or non performance under these terms and conditions by Spartan International Pty Ltd, its employees, agents or subcontractors, in excess of the net purchase price of the products or services actually delivered to and paid for by client hereunder.

1.8.3 In no event shall Spartan international Pty Ltd be liable to client or any other party for indirect, special or consequential damages, including, but not limited to loss of good will, loss of anticipated profits, or other economic loss arising out of or in connection with Spartan International Pty Ltd's breach of, or failure to perform in accordance with any of these terms and conditions, or the furnishing, installation, servicing, use of performance of any products or information Spartan International Pty Ltd shall provide hereunder, even if notification has been given as to the possibility of such damages.

1.9 Confidentiality

1.9.1 Confidential information (the "Confidential Information") refers to any data or information

1.9.1.1 relating to the business of the Client which would reasonably be considered proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

1.9.1.2 relating to clients, Clients, staff or any other stakeholders of the client and could reasonably be expected to be considered private and confidential to that person

1.9.2 Spartan International Pty Ltd agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which Spartan International Pty Ltd has obtained, except as authorized by the Client. This obligation will survive indefinitely even upon termination of this Agreement.

1.9.3 All written and oral information and materials disclosed or provided by the Client to Spartan International Pty Ltd under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

1.10 Force Majeure

1.10.1 Neither party shall be liable to the other for any delay in performance or failure to perform, in whole or in part, due to labour dispute, strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, civil commotion, act of public enemy, accident, fire, flood, earthquake, or other act of God, act of any governmental authority, judicial action, computer virus or worm, or similar causes beyond the reasonable control of such party. If any event of force majeure occurs, the party affected by such event shall promptly notify the other party of such event and take all reasonable actions to avoid the effect of such event.

1.11 Disputes



1.11.1 Both parties agree to negotiate in good faith the settlement of any disputes that may arise under this Agreement. If necessary, such disputes shall be escalated to appropriate senior management of each party. In the event that such good faith settlements fail, excluding any and all disputes, any and all other disputes and controversies of every kind and nature between the parties arising out of or in connection with the existence, construction, validity, interpretation, or meaning, performance, nonperformance, enforcement, operation, breach, continuance, or termination of this Agreement.

1.11.2 In the event of any litigation arising out of this Agreement or its enforcement by either party, the prevailing party shall be entitled to recover as part of any judgement, reasonable attorneys' fees and court costs.

1.12 Limitation on Use

1.12.1 Client hereby acknowledges that Products are not intended for use in life support systems, critical care applications, human implantation, commercial aviation, nuclear facilities or systems or any other applications where product failure could lead to injury to persons or loss of life or catastrophic property damage.

1.13 Indemnity

1.13.1 The Client agrees to defend, indemnify and hold Spartan International and its affiliates, and their respective directors, officers, employees and agents, harmless from and against any and all liabilities, costs and expenses arising from this Agreement.

