

**1. What is the purpose of this contract?**

1.1 This contract sets out the terms and conditions that apply when you (“you” and “your”) decide to purchase **products** from **Sage Doors Ltd** (“we”, “us” and “our”).

**2. What information about you can we collect?**

2.1 You agree that before we decide to supply **products** to you, we may obtain information about you to:

- assess your credit worthiness;
- enforce any rights under this contract;
- market any of our products to any other entity.

2.2 You agree that we may give that information to any person for the above purposes, but you may withdraw your consent at any time.

2.3 You may access any information that we hold about you and ask us to correct any mistakes in it.

**3. What are our products?**

3.1 In these terms and conditions “**products**” means and includes, without limitation, the following:

- the design, manufacture, supply and repair of roller doors and cabinet doors; and
- all products identified in any account application, order form, supply request, quotation, invoice or “progress claim” issued by us to you, which documents are deemed to be incorporated into and form part of our contract with you.

**4. What is the price?**

4.1 The price is the cost of the **products** as agreed between you and us.

4.2 If no price is stated in writing or agreed to orally, the **products** will be deemed to be supplied at the current amount that we supply those **products** at the time of the contract.

**5. What happens when we give you a quotation?**

5.1 When we give you a quotation for **products**:

- unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
- the quotation will be exclusive of Goods and Services tax unless specifically stated to the contrary; and
- we reserve the right to alter the quotation because of circumstances beyond our control; and
- where products are required in addition to the quotation, or you request alterations, you agree to pay for the additional cost of such **products** and/or alterations.

**6. When are you required to pay us?**

6.1 You agree to pay us:

- unless otherwise agreed in writing, on or before the 20<sup>th</sup> day of the month following the date of our invoice (“the due date”);
- on occasions we may invoice by way of “payment claims” made pursuant to the Construction Contracts Act 2002 (“the Act”); and
- the due date for the payment of any “payment claim” will be noted on the “payment claim” (“the due date”) and if not noted on the payment claim, payment will be required as provided for in the Act (“the due date”); and
- with respect to invoices and “payment claims”, interest may be charged on any amount you owe us after the due date at the rate of 2.5% per month or part month; and
- any costs, including debt collection and legal costs, which we may incur as a consequence of having to enforce any of our rights contained in this contract, shall be payable by you;

- you agree that invoices and “payment claims” may be served on you by email.

**7. What warranties apply?**

7.1 Manufacturer’s warranty applies where applicable.

7.2 Any warranty that we provide will also form part of our contract with you.

**8. What security rights do we have?**

8.1 Until you have paid us in full for all **products** supplied, we retain ownership of the **products**.

8.2 Until you have paid us in full for all **products** supplied, it is agreed that we have a security interest in all **products** supplied.

**9. When are you responsible for the delivered products?**

9.1 We are responsible for the **products** until they are delivered to you.

9.2 Delivery to you is complete when we give the **products** directly to you or leave them on site. Thereafter you are responsible for insuring the **products**.

9.3 The time stated for delivery is an estimate only and we are not responsible for any delay in the delivery of the **products**.

**10. Who owns the intellectual property rights?**

10.1 You agree that we own and have copyright in all designs, drawings, systems, solutions, specifications, electronic data and documents produced by us in connection with the **products** supplied by us.

**11. When may we cancel our contract with you?**

11.1 In addition to any other cancellation or suspension entitlements, we have the right by notice to suspend or cancel any part of any contract for the supply of **products** to you if you fail to pay any money owing after the due date.

11.2 Any cancellation or suspension will not affect our claim for:

- money due at the time of cancellation or suspension;
- any other legal rights we have.

**12. Does a personal guarantee apply?**

12.1 If you are a company or the trustee of a trust:

- the director(s) or trustee(s) signing this contract, in consideration for us agreeing to supply **products** and grant credit to the company or the trust, also sign this contract in your personal capacity, and jointly and severally personally undertake as principal debtors, to pay everything that the company or trust owes us, and to indemnify us against non-payment;
- any personal liability of a company director or trustee will not exclude the company or trust from the liabilities and obligations contained in this contract.

**13. What are you also agreeing to?**

13.1 We are not liable for delay or failure to perform our obligations, if the cause of the delay or failure is beyond our control.

13.2 On occasions we may outsource (contract out) part of the work required in producing the **products**.

13.3 If we fail to enforce any of the terms and conditions contained in this contract, it shall not be deemed to be a waiver of any of the rights or obligations we have under this contract.

13.4 If any of these terms and conditions shall be invalid, void or illegal or unenforceable, the validity existence, legality and enforceability of the remaining terms and conditions shall not be affected, prejudiced or impaired.

13.5 If you fail to pay us for **products** then you agree that such failure gives rise to a legal or equitable estate or interest (“the interest”) in your land on which the **products** were affixed and that the interest entitles us to enter a caveat against your land pursuant to the Land Transfer Act 1952 and its amendments or any legislation in substitution thereof. A caveat is a notice that is registered against the title of your land, which informs anyone who searches that title that we have a right or interest in that land.

