

# TERMS AND CONDITIONS OF SALE OF GOODS AND SERVICES

The following Terms and conditions apply to Sales and Services Provided by  
SAT (Stacey and Taylor) Pty Ltd ABN: 32 069 926 432

This applies to Services, Consultancy, Managed Services, Design and Construct Contracts and the Supply of Goods or Materials.

The following clauses apply in total unless explicitly removed on the purchase order or contract.

## 1. INTERPRETATION

'Customer' or 'Client' shall mean the Sole Trader, Partnership, Company or Trustee to whom the product(s) are supplied, including the entity's employees, contractors, partners and/or agents.

'Parties' Shall mean the Customer and SAT (Stacey and Taylor) Pty Ltd

'Product' Shall mean any hardware, software, firmware or service supplied by SAT (Stacey and Taylor) Pty Ltd to the Customer

'SAT' or 'SAT (Stacey and Taylor) Pty Ltd' shall mean SAT (Stacey and Taylor) Pty Ltd ACN: 069 926 432

'PPSA' means the Personal Properties Securities Act 2009

'PPS Register' means the Personal Properties Securities Register

'Purchase Money Security Interest', 'Security Interest' and 'Verification Statement' all have the meanings given by the PPSA.

## 2. CONTRACT

These General terms and conditions of Sale form the contract between the Customer and SAT (Stacey and Taylor) Pty Ltd. The contract does not include any terms and conditions varying or in addition to these general terms and conditions of sale unless such terms and conditions have been expressly agreed in writing by SAT (Stacey and Taylor) Pty Ltd. No prior correspondence, discussion or other terms and conditions form part of this contract unless stated in this contract.

## 3. CANCELLATION

3.1. The Customer may only cancel this contract with SAT (Stacey and Taylor) Pty Ltd's consent and only on the basis that the customer meets all loss, damage, cost of expense, including loss of profits, incurred by SAT (Stacey and Taylor) Pty Ltd as a result of the cancellation.

3.2. SAT (Stacey and Taylor) Pty Ltd may suspend delivery, cease manufacture or cancel the contract, if the Customer at any time:

- (a) Breaches any terms of the contract or any other contract with SAT (Stacey and Taylor) Pty Ltd; or

- (b) Commits an act of bankruptcy, resolves to go into liquidation, has a receiver or manager appointed, enters into voluntary administration or enters into a scheme of arrangement or other composition with its creditors or otherwise becomes insolvent and unable to pay its debts; or
- (c) Refuses or neglects to take delivery of the products

#### **4. PRICE VARIATION**

4.1. Unless otherwise stated in this contract or quote SAT (Stacey and Taylor) Pty Ltd may vary the price stated in the contract to reflect any changes in costs, taxes or duties incurred by SAT (Stacey and Taylor) Pty Ltd after the date of this contract.

4.2. Where a list price applies to products all prices listed:

- (a) Are subject to alteration without notice
- (b) Are applicable to all deliveries on or after the effective date of any alteration
- (c) Do not include tax or other government impost unless specifically stated

#### **5. VARIATION TO SCOPE OF CONTRACT**

The Price is based upon:

- (a) The scope of work as detailed in the information provided by the Customer to SAT (Stacey and Taylor) Pty Ltd, for the purposes of this contract including, where applicable plans, specifications, (including standards and finish), schedules, and nominated quantities; and
- (b) Delivery arrangements in accordance with Clause 8 and any variations to the scope of the work or delivery arrangements shall be a variation of the contract entitling SAT (Stacey and Taylor) Pty Ltd to vary the price stated.

#### **6. SPECIFICATIONS**

6.1. Where SAT (Stacey and Taylor) Pty Ltd manufactures or supplies products and services according to Customers Specifications:

- (a) SAT (Stacey and Taylor) Pty Ltd does not warrant the suitability or the performance of the product; and
- (b) The Customer shall provide to SAT (Stacey and Taylor) Pty Ltd accurate information sufficient to enable SAT (Stacey and Taylor) Pty Ltd to provide the products specified and the Customer Warrants to SAT (Stacey and Taylor) Pty Ltd that the information and any products to be manufactured by SAT (Stacey and Taylor) Pty Ltd under the contract do not breach any copyright, registered design, patent or other right of any third party and the Customer shall indemnify SAT (Stacey and Taylor) Pty Ltd in relation to any such breach; and
- (c) Unless otherwise stated in this contract the products shall be in conformity with a standard determined by SAT (Stacey and Taylor) Pty Ltd.

## 7. PAYMENT

7.1. Time for payment of the amount due to SAT (Stacey and Taylor) Pty Ltd shall be of the essence in this contract and the amount due shall include the price, any variations to the price and any additional charges which SAT (Stacey and Taylor) Pty Ltd is entitled to make.

7.2. Subject to clauses 7.3, 7.4, 7.5, 7.6 and 7.7, the Customer shall pay the amount due in accordance with the credit provided by SAT (Stacey and Taylor) Pty Ltd.

7.3. Unless otherwise agreed in advance by SAT (Stacey and Taylor) Pty Ltd, Terms are Cash on Delivery.

7.4. Where a credit arrangement has been made, payment for all the products supplied will become immediately due and payable, regardless of the credit arrangement, in the event any of the following occurs:

- (a) An amount due remains unpaid as at the due date;
- (b) The Customer enters either Bankruptcy, Part X, Receivership, Voluntary Administration or Liquidation;
- (c) A meeting of the Customer's creditors is called.

7.5. Where no credit arrangements have been previously agreed by SAT (Stacey and Taylor) Pty Ltd, but credit has been agreed by SAT (Stacey and Taylor) Pty Ltd as a condition of this particular contract, the Customer shall pay the amount due within the month following the month of invoice.

7.6. Where no credit arrangements have been agreed by SAT (Stacey and Taylor) Pty Ltd and the products are delivered within the Commonwealth of Australia, the Customer shall pay the amount due before the first delivery of the products.

7.7. Where the products are to be delivered outside of the Commonwealth of Australia:

- (a) Terms of payment (unless otherwise agreed in writing) shall be by means of irrevocable letter of credit established in SAT (Stacey and Taylor) Pty Ltd's name with a bank of its nomination;
- (b) SAT (Stacey and Taylor) Pty Ltd shall be entitled to payment in full for the products covered by shipping documents, consisting of proper bills of lading, invoices and, in the case of CIF sales (inclusive of Costs, Insurance and Freight), negotiable insurance certificates, or a certificate of manufacture if the sale is made on such basis, upon SAT (Stacey and Taylor) Pty Ltd tendering those documents to the Customer or the Customer's authorised agent;
- (c) If the products are ready for shipment but the Customer is unable for any reason to accept delivery or SAT (Stacey and Taylor) Pty Ltd is unable to obtain proper shipping documents for a period of 30 days because of a lack of transportation, non-insurability of the shipment or government regulations (Australia or any other country) SAT (Stacey and Taylor) Pty Ltd may terminate this agreement or become entitled to payment upon tender to the Customer, or its authorised agent, of the certificate of manufacture.

7.8. The Customer shall pay interest, at the current bank overdraft rate paid by SAT (Stacey and Taylor) Pty Ltd from time to time, calculated monthly on any amount not paid by the due date.

7.9. The Customer shall pay all SAT (Stacey and Taylor) Pty Ltd's expenses of collection of overdue monies and enforcement of the contract on a full indemnity basis. Such expenses shall include, without limitation, collection fees and/or commission, agent's fees and legal fees.

7.10. Where price is stated on a volumetric basis, payment will be based on measurement of the volume of product as loaded by SAT (Stacey and Taylor) Pty Ltd for delivery.

## **8. ORDERS AND DELIVERY**

8.1. All orders for products are subject to acceptance from SAT (Stacey and Taylor) Pty Ltd.

8.2. Acceptance of orders involving import and export conditions shall be subject to SAT (Stacey and Taylor) Pty Ltd being furnished with evidence satisfactory to SAT (Stacey and Taylor) Pty Ltd that all requisite licences and permits have been granted and that all other Government prerequisites (both Australian and countries of destination) have been complied with. If such evidence is not furnished within 30 days from the date of acceptance of an order, the order shall be subject to cancellation by SAT (Stacey and Taylor) Pty Ltd.

8.3. Subject to clause 8.4 delivery shall be on reasonable notice from the Customer to SAT (Stacey and Taylor) Pty Ltd and the Customer shall not be relieved from any obligation to accept or pay for products by reason of any delay in delivery.

8.4. Where this contract includes a Delivery Schedule delivery shall be in accordance with the dates and other information contained in such Schedule.

8.5. SAT (Stacey and Taylor) Pty Ltd shall not be liable for delay in delivery arising from any cause whatsoever.

8.6. Where the Customer refuses or denies delivery, the Customer's obligation to pay for products, as set out in clause 7, remains unchanged. The Customer shall also pay any additional storage, freight, holding or handling charges incurred by SAT (Stacey and Taylor) Pty Ltd.

8.7 SAT (Stacey and Taylor) Pty Ltd reserves the right to deliver by instalments and failure to deliver any instalment shall not entitle the Customer to terminate the contract.

8.8. Deliveries are subject to suitable access, firm standing, storage, unloading and manoeuvring space, as determined by SAT (Stacey and Taylor) Pty Ltd. SAT (Stacey and Taylor) Pty Ltd shall not be liable for, and the Customer shall indemnify SAT (Stacey and Taylor) Pty Ltd against any claims for damage caused to access ways, storage areas, plant, equipment or works during delivery.

8.9. Additional costs incurred by SAT (Stacey and Taylor) Pty Ltd in delivering or unloading the products;

- (a) Outside the hours of 7.30a.m. to 4.00p.m. weekdays (excluding public holidays);
- (b) Due to delays at the site or an unsuitable site; or
- (c) Where less than full truckloads are required, shall be at the Customer's expense.

8.10. The Customer warrants that its receivable facilities and equipment are suitable for deliveries and meet all relevant standards, laws and regulations. The Customer hereby indemnifies SAT (Stacey and Taylor) Pty Ltd against any breach of such standards, laws or regulations during delivery, and against any damage or loss caused by leakage, spillage, breakage or contamination during or caused by delivery.

## **9. TITLE & PERSONAL PROPERTY SECURITIES ACT 2009 ("PPSA")**

9.1. Whilst the risk in the products passes on delivery, legal and equitable title in the products will not pass to the Customer until payment in full for all debts accrued or owed by the Customer to SAT (Stacey and Taylor) Pty Ltd has been received by SAT (Stacey and Taylor) Pty Ltd in cleared funds.

9.2. Until SAT (Stacey and Taylor) Pty Ltd receives payment for the products in full, SAT (Stacey and Taylor) Pty Ltd reserves the following rights:

- (a) The legal and equitable ownership of the products;
- (b) The right to enter upon the Customer's premises and retake possession of the products;
- (c) The right to keep or resell any products repossessed under clause 9.2(b); and
- (d) Any other rights SAT (Stacey and Taylor) Pty Ltd may have at Law or under the PPSA.

9.3. Until SAT (Stacey and Taylor) Pty Ltd receives payment for the products in full, the Customer acknowledges that SAT (Stacey and Taylor) Pty Ltd has a purchase money security interest which attaches over the products and their proceeds and a security interest in relation to other amounts owed by the Customer to SAT (Stacey and Taylor) Pty Ltd.

9.4. For the avoidance of doubt, SAT (Stacey and Taylor) Pty Ltd may register its purchase money security interest and security interest on the PPS register established by the PPSA and, where necessary, amend the registration.

9.5. The Customer undertakes to do anything (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed) which SAT (Stacey and Taylor) Pty Ltd asks and consider necessary for the purposes of:

- (a) Ensuring that a security interest created under this agreement is enforceable, perfected and otherwise effective;
- (b) Enabling SAT (Stacey and Taylor) Pty Ltd to apply for any registration, or give any notification, in connection with a security interest created under this agreement so that the security interest has the priority required by SAT (Stacey and Taylor) Pty Ltd, including anything SAT (Stacey and Taylor) Pty Ltd asks the Customer to do in connection with the PPSA.

9.6. The Customer must not grant any other person a security interest over the products or their proceeds.

9.7. To the extent permitted by law, if the PPSA applies, the Customer irrevocably waives its rights it may have to:

- (a) Receive notices or statements under sections 95, 121(4), 125, 130, 132(3)(d), 132(4) and 135 of the PPSA;
- (b) Redeem the products under section 142 of the PPSA;
- (c) Reinstate the contract under section 143 of the PPSA;
- (d) Receive a verification statement as defined in the PPSA.

9.8. Nothing in this clause 9 prevents SAT (Stacey and Taylor) Pty Ltd from taking action against the Customer for the purchase price of the products.

9.9. Until title in the products passes to the Customer, and without prejudice to SAT (Stacey and Taylor) Pty Ltd's rights under the PPSA:

- (a) The Customer may use the products with or in other items on the condition that the final commodity will be SAT (Stacey and Taylor) Pty Ltd property as a security for full payment for the products;

- (b) Until the Customer uses or sells the products, the Customer must store them separately so that they are clearly identifiable as SAT (Stacey and Taylor) Pty Ltd's property;
- (c) The Customer may fix the products into the articles belonging to any other person on the condition that the resulting item is owned in common by SAT (Stacey and Taylor) Pty Ltd and that other person;
- (d) The Customer may sell the products in the ordinary course of the Customer's business on the following conditions: the Customer makes the sale as SAT (Stacey and Taylor) Pty Ltd agent and bailee;
- (e) Any proceeds of sale received by the Customer are held by the Customer on trust for SAT (Stacey and Taylor) Pty Ltd to the extent that the proceeds of sale relate to SAT (Stacey and Taylor) Pty Ltd's products which are incorporated into the final commodity or item;
  - (i) The Customer must keep SAT (Stacey and Taylor) Pty Ltd's proportion of the proceeds of sale separately and so that they are clearly identifiable as SAT (Stacey and Taylor) Pty Ltd's;
  - (ii) If the Customer has not received the proceeds of sale, it will, if SAT (Stacey and Taylor) Pty Ltd requires, transfer to SAT (Stacey and Taylor) Pty Ltd the Customer's rights in respect of the sale price.

9.10. In addition to being liable to pay all SAT (Stacey and Taylor) Pty Ltd's enforcement expenses as set out in clause 7.8 the Customer agrees to be liable for SAT (Stacey and Taylor) Pty Ltd's costs of our registration of its purchase money security interest and security interest on the PPS register.

## 10. DEFECTS

10.1. The Customer shall ensure it has an authorised representative at the delivery site who shall check prior to unloading that the information shown on the delivery docket corresponds with the Customer's order. Unless otherwise noted on the delivery docket, the signature of the Customer's representative on the delivery docket shall represent acknowledgment by the Customer that the products comply with its order and have been supplied in accordance with this contract.

10.2. Notice of any defects shall be given to SAT (Stacey and Taylor) Pty Ltd in writing on the delivery docket receipt/manifest signed by the Customer and immediately returned with the cartage contractor. Where the point of delivery or collection is unattended, the Customer shall give notice in writing to SAT (Stacey and Taylor) Pty Ltd, within 24 hours from the time of delivery or collection and prior to installation, of any defects in the products.

10.3. If notice in accordance with clauses 10.1 or 10.2 is not given, the products shall be deemed to be in good order and condition and in accordance with the contract and the Customer shall accept the products accordingly.

10.4. SAT (Stacey and Taylor) Pty Ltd shall have the right to inspect on site any products notified by the Customer as being defective and until such inspection is completed the product shall not be installed.

## 11. TESTING AND REPORTING

11.1. Where the Customer requires the products to be subject to special testing or inspection the Customer shall pay all costs of and associated with such testing or inspection.



11.2. Any inspector or other person attending SAT (Stacey and Taylor) Pty Ltd's premises on behalf of the Customer shall be authorised in writing by the Customer.

11.3. The Customer shall provide SAT (Stacey and Taylor) Pty Ltd with copies of all authorisations, test results, measurements and reports prepared by or for the Customer in relation to SAT (Stacey and Taylor) Pty Ltd's products.

## 12. LIMITATION OF LIABILITY

12.1. If a product is defective and the Customer advises SAT (Stacey and Taylor) Pty Ltd of that defect in accordance with clause 10.1 or 10.2 SAT (Stacey and Taylor) Pty Ltd shall repair or resupply the product, but SAT (Stacey and Taylor) Pty Ltd shall not be liable for the removal of any defective products or for the re-installation of any products or for any consequential losses or loss of profits.

12.2. SAT (Stacey and Taylor) Pty Ltd shall not be liable for any defect, loss, damage or injury howsoever arising by reason of:

- (a) A failure to use the products in a manner other than what is normally expected to be done with or in relation to the products;
- (b) Any delay in delivery; or
- (c) A failure to comply with any instructions or warnings with respect to doing anything with or in relation to the products.

12.3. Any design or description of use, capacity, durability, colour, manner of installation, information, detail contained in drawings, data sheets, technical brochures or other documents provided by SAT (Stacey and Taylor) Pty Ltd are given as a general guide only and the Customer hereby acknowledges that it has satisfied itself as to the suitability of the products for the Customer's particular purpose, use or application and SAT (Stacey and Taylor) Pty Ltd shall not be liable in these respects.

12.4. Other than expressly provided in this contract SAT (Stacey and Taylor) Pty Ltd provides no other warranty to the Customer in relation to the products and this contract comprises the whole agreement between the parties.

12.5. The Competition and Consumer Act 2010 ("the Act") enables SAT (Stacey and Taylor) Pty Ltd to limit its liability for breach of certain conditions and warranties implied by the Act. To the fullest extent permitted by the Act and other similar legislation the liability of SAT (Stacey and Taylor) Pty Ltd for a breach of a condition or warranty is limited to one of the following (selected at the option of SAT (Stacey and Taylor) Pty Ltd):

- (a) The replacement of the products; or
- (b) The cost of the replacement of the products; or
- (c) The repair of the products; or
- (d) The cost of the repair of the products.

## 13. RISK

Risk in the products shall pass to the Customer upon delivery and, in the event of a site being unattended, the delivery docket manifest signed by the cartage contractor shall be prima facie evidence of delivery of the products.

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## 14. AMENDMENTS AND WAIVER

SAT (Stacey and Taylor) Pty Ltd shall not be taken to have agreed to any amendment or waiver of any provision of these terms and conditions or of the contract unless the amendment or waiver shall be in writing signed by SAT (Stacey and Taylor) Pty Ltd. No terms and conditions referred by the Customer after the date of this contract shall form part of this contract unless expressly agreed in writing by SAT (Stacey and Taylor) Pty Ltd.

## 15. GOVERNING LAW

The Federal Laws of Australia apply for services onshore. For locally supplied products and services the state laws of where the goods are supplied apply. For services offshore, the law of the local sovereign state applies. The contract is governed by the law for the time being of the State from which the products are delivered.

## 16. FORCE MAJEURE

SAT (Stacey and Taylor) Pty Ltd shall not be liable for any delay, loss, damage or injury arising by reason of any event beyond its control and without limiting the generality of the foregoing, such events include industrial disputes, unavailability of equipment or materials, fire, flood, machinery breakdown, civil disturbance, acts of God, pandemics or government action.

## 17. SUBJECT TO STATUTE

The contract is subject to the provisions of any statute applicable to it and which may not be varied by the terms of the contract. If any provision of the contract is void or unenforceable that provision shall be severed and the remaining provisions shall continue with full force and effect.

## 18. NOTICES

All notices given under or in connection with this contract shall be in writing and given or delivered to the recipient at its address specified in this contract or at its registered office or principal place of business.

## 19. CONFIDENTIAL INFORMATION

If at any time SAT (Stacey and Taylor) Pty Ltd discloses to the Customer or the Customer becomes aware of confidential information of SAT (Stacey and Taylor) Pty Ltd including confidential information relating to products, materials, procedures, tests or equipment, the Customer shall not use the information for any purpose not approved by SAT (Stacey and Taylor) Pty Ltd and shall not disclose that confidential information to any other person unless expressly agreed in writing by SAT (Stacey and Taylor) Pty Ltd.

## 20. ASSIGNMENT

This contract is assignable by the Customer in whole or in part only with SAT (Stacey and Taylor) Pty Ltd's consent.

## 21. RETURNABLE PACKAGING

Unless otherwise stated, all pallets, stillages, timbers, dunnage, formers or similar packaging delivered with the products remain the property of SAT (Stacey and Taylor) Pty Ltd and shall be



returned in good order and condition to SAT (Stacey and Taylor) Pty Ltd within 30 days of the date of delivery. Any such packaging not returned by the due date shall be paid for by the Customer at a price determined by SAT (Stacey and Taylor) Pty Ltd.

## **22. SAMPLES AND BLENDING**

Any sample product or sample colour is provided to indicate only the general nature of the product. SAT (Stacey and Taylor) Pty Ltd provides no warranty or guarantee that the products supplied shall correspond in colour, texture or blend with any sample or with any previous or future product supplied. SAT (Stacey and Taylor) Pty Ltd shall not be liable for any failure of the Customer or others to blend the products.

## **23. NON-CONFORMING PRODUCT**

Where a product is supplied on the basis of a description or marking such as "nonconforming", "second", "reject" or similar, no warranty or undertaking (express or implied) whatsoever is given by SAT (Stacey and Taylor) Pty Ltd. Notwithstanding the preceding terms and conditions, SAT (Stacey and Taylor) Pty Ltd shall not be liable in any way for the performance or use of, or any defect in, such a product.

## **24. FITTINGS**

Unless otherwise stated in this contract, cast in or similar fittings for handling the products are to be removed or finished by the Customer.

## **25. PRESSURE APPLICATIONS**

Unless otherwise stated in this contract, the products supplied are not warranted by SAT (Stacey and Taylor) Pty Ltd be suitable for applications or use involving internal pressure.

## **26. CONSULTANCY SERVICES AND DESIGN AND CONSTRUCT CONTRACTS**

### **26.1. Client Responsibilities:**

For Service contracts. The client is responsible for:

- (a) Providing a detailed specification of requirements. Where aspects are not fully specified, SAT reserves the right to quantify these as is required in the project.
- (b) Providing timely and unimpeded access to sites, facilities and equipment (including remote access to network management or equipment configuration) as required by the consultant. Including provision and cost of any inductions or special training or accompaniment and supervision. Provision of keys, provision of hardware or software to do so.
- (c) Providing timely approvals to access and use equipment or sites as required by the consultant. Including provision and cost of the leases, and third party consents.
- (d) For Installation works on client sites ,the client is responsible for the sites being suitable for use, fit for purpose, clean, unencumbered, accessible and ready for immediate installation. The Client shall inform in writing when the site is deemed ready for installation.
- (e) Providing a safe and clean site or workplace, including inductions, and safety procedures (evacuation, fire extinguisher points and muster points etc).

- (f) Providing facilities at the workplace. (Toilets, mess room, showers as is reasonable).
- (g) Provision of Warranties, remediation and maintenance of equipment in a good state unless this has otherwise been divested to SAT under a formal maintenance agreement.
- (h) Where not specifically nominated by SAT, provision of spare parts and hardware to affect maintenance and remediation.
- (i) The client is also responsible unless this responsibility has been taken by SAT in writing prior, for any licences associated with any build, these may be frequency apparatus licences (as issued by the ACMA), software licences needed for equipment, or Development Approvals and Building/Construction approvals. Timely Payment of all fees in association with licences. Unless SAT have explicitly undertaken and costed to do this. Note this includes additional payments for rework by SAT where licences may lapse or expire.
- (j) Responsible in the entirety with any parent or prime contracts and the terms and conditions of these. These responsibilities cannot be passed down or undertaken by SAT unless properly informed and supplied with the contracts or Deeds, and the contract is formally back-backed with SAT listing out all terms and requirements.

## 26.2. SAT responsibilities:

SAT is responsible for:

- (a) Acting under the constraints of the local laws and bylaws.
- (b) Having suitably industry trained and experienced personnel. This extends to generic training for working at heights, radiation awareness and first aid. It does not extend to more specialist requirements beyond this.
- (c) Attending any inductions or obtaining Permits, at the Client's cost.
- (d) Having the ultimate veto on whether a site is suitable for work under the Workplace Health and Safety Legislation or Environmental Legislation.
- (e) If Quality constraints also dictate a site or service engagement is not suitable for work. Under such circumstances SAT will notify the client in writing, detailing the defects or non-conformities. In such conditions, costs associated with revisits and reworks are to be borne by the client. The subsequent alteration to schedules and the liability and indemnity of this shall also be borne by the Client.
- (f) Keeping the site clean and safe for work where this is in their entire control. (If the client hands the site to SAT).
- (g) Working with the client or site owner in the provision of Safety Management (e.g Safe Work Method Statements), at the clients cost.
- (h) Providing the necessary Personal Protective Equipment (PPE) to its staff.
- (i) Holding appropriate insurances for vehicles including 3rd Party person and property cover, Workers Compensation, Product and Public Liability (up to \$5 million) and for professional services Professional Indemnity Insurance (up to \$5 million), where insurance in excess of this, SAT can arrange at the client's cost.

## **27. Intellectual Property**

All intellectual property rights for methodologies, systems, designs, or any other products or services you develop during the course of your employment remain the property of the employer.